

SERFF Tracking Number:	NHMP-125294042	State:	Arkansas
Filing Company:	AIG National Insurance Company, Inc.	State Tracking Number:	AR-PC-07-026113
Company Tracking Number:	PAAR0751		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	Personal Auto		
Project Name/Number:	Initial Filing/PAAR0751		

Filing at a Glance

Company: AIG National Insurance Company, Inc.

Product Name: Personal Auto	SERFF Tr Num: NHMP-125294042	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-026113
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: PAAR0751	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: Simone Bacchus	Disposition Date: 10/09/2007
	Date Submitted: 09/17/2007	Disposition Status: Approved
Effective Date Requested (New): 12/06/2007		Effective Date (New): 12/06/2007
Effective Date Requested (Renewal): 01/15/2007		Effective Date (Renewal): 01/15/2008

General Information

Project Name: Initial Filing	Status of Filing in Domicile: Not Filed
Project Number: PAAR0751	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 10/09/2007	
State Status Changed: 09/18/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
AIG Agency Auto wishes to submit an initial forms filing for AIG National Insurance Company, Inc.'s private passenger automobile and motorcycle programs in the State of Arkansas.	

Company and Contact

Filing Contact Information

Simone Bacchus, Associate Compliance Analyst

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Deerfield Corporate Centre Two	() - [Phone]
Alpharetta, GA 30004	() -[FAX]

Filing Company Information

AIG National Insurance Company, Inc.	CoCode: 36587	State of Domicile: New York
Deerfield Corporate Centre Two	Group Code: 12	Company Type:
13010 Morris Road		
Alpharetta, GA 30004	Group Name:	State ID Number:
(800) 334-9641 ext. 64227[Phone]	FEIN Number: 13-3801089	

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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
01504297	\$50.00	09/13/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	10/09/2007	10/09/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Alexa Grissom	10/08/2007	10/08/2007	Simone Bacchus	10/09/2007	10/09/2007
Pending Industry Response	Alexa Grissom	09/24/2007	09/24/2007	Simone Bacchus	10/05/2007	10/05/2007

SERFF Tracking Number: *NHMP-125294042*

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TOI: *19.0 Personal Auto*

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Product Name: *Personal Auto*

Project Name/Number: *Initial Filing/PAAR0751*

Disposition

Disposition Date: 10/09/2007

Effective Date (New): 12/06/2007

Effective Date (Renewal): 01/15/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NHMP-125294042 State: Arkansas

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Product Name: Personal Auto

Project Name/Number: Initial Filing/PAAR0751

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter and file memorandum	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Motorcycle Coverage Endorsement	Approved	Yes
Form	Arkansas Motorcycle Application	Approved	Yes
Form	Policy Declarations Page	Approved	Yes
Form	Arkansas Personal Auto Insurance Policy	Approved	Yes
Form	Named Driver Exclusion Endorsement	Approved	Yes
Form	Loan/Lease Payoff Coverage Endorsement	Approved	Yes
Form	Named Operator/Non-Owned Vehicle Coverage	Approved	Yes
Form	Replacement Cost Coverage Endorsement	Approved	Yes
Form	Named Driver Exclusion Agreement	Approved	Yes
Form	Arkansas Personal Automobile Application	Approved	Yes
Form	Arkansas Application Supplement	Approved	Yes
Form	Pro-Rata Refund of Premium with Cancellation Fee	Approved	Yes
Form	Pro Rata Refund of Premium Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/08/2007
Submitted Date 10/08/2007
Respond By Date 10/20/2007

Dear Simone Bacchus,

This will acknowledge receipt of your recent correspondence regarding the captioned filing.

Where do you inform the insured of the cancellation fee amount?

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/09/2007
Submitted Date 10/09/2007

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Ms. Alexa Grissom:

Thank you for your response. The insured is informed of the cancellation fee amount on page 5 of the Arkansas Personal Automobile Application, form number AU AR43 1104.

We request that this filing be implemented for all new business policies effective on and after December 6, 2007 and all renewal policies effective on and after January 15, 2008.

Should you have any questions, please contact me using the information above.

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Product Name: *Personal Auto*
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Sincerely,

Simone Bacchus
Associate Compliance Analyst
AIG Agency Auto

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Simone Bacchus

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/24/2007
Submitted Date 09/24/2007
Respond By Date 10/20/2007

Dear Simone Bacchus,

This will acknowledge receipt of the captioned filing. In accordance with Ark. Code Ann. 23-79-112(h), the method for computing refunds in the event of cancellation must be stated in the policy.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/05/2007
Submitted Date 10/05/2007

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Ms. Alexa Grissom,
Thank you for your response. We have created two new forms, AU CW32 1004 and AU CW33 1004 to address this issue.

Sincerely,
Simone Bacchus

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter
Comment: Please see our attached response.

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Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Pro-Rata Refund of Premium with Cancellation Fee	AU CW32	1004	Endorsement/Amendment/Conditions	New		58	AU CW32 1004 - Pro-rata refund & fee.pdf
Pro Rata Refund of Premium Endorsement	AU CW33	1004	Endorsement/Amendment/Conditions	New		57	AU CW33 1004 - Pro-rata refund.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Simone Bacchus

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Company Tracking Number: PAAR0751

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto

Project Name/Number: Initial Filing/PAAR0751

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Amendatory Endorsement	AU AR45	0607	Endorseme New nt/Amendm ent/Condi tions		49.90	AU AR45 0607- final.pdf
Approved	Motorcycle Coverage Endorsement	MC AR01	0607	Endorseme New nt/Amendm ent/Condi tions		40.10	MC AR01 0607 -2.0- final Model B.pdf
Approved	Arkansas Motorcycle Application	MC AR02	0707	Application/ New Binder/Enro llment		0.00	MC AR02 0707.pdf
Approved	Policy Declarations Page	AIG DEC	0403	Declaration New s/Schedule		0.00	AR-AIGDEC 0403.pdf
Approved	Arkansas Personal Auto Insurance Policy	AU AR01	1104	Policy/CoveNew rage Form		42.00	AU AR01 1104- filed.pdf
Approved	Named Driver Exclusion Endorsement	AU CW02	0404	Endorseme New nt/Amendm ent/Condi tions		40.10	AU CW02 0404 - Named Driver Exclusion.pd f
Approved	Loan/Lease Payoff Coverage Endorsement	AU CW03	0304	Endorseme New nt/Amendm ent/Condi tions		40.30	AU CW03 0304 - Loan Lease Payoff.pdf
Approved	Named Operator/Non- Owned Vehicle Coverage	AU AR04	0304	Endorseme New nt/Amendm ent/Condi tions		40.20	AU AR04 0304.pdf
Approved	Replacement Cost Coverage	AU AR05	0504	Endorseme New nt/Amendm		40.10	AU AR05 0504.pdf

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Product Name: Personal Auto

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Endorsement			ent/Condi tions			
Approved	Named Driver Exclusion Agreement	AU AR29 0904	Other	New	0.00	AU AR29 0904.pdf
Approved	Arkansas Personal Automobile Application	AU AR43 1104	Application/ Binder/Enro llment	New	0.00	AU AR43 1104.pdf
Approved	Arkansas Application Supplement	AU AR67 0805	Application/ Binder/Enro llment	New	0.00	AU AR67 0805 filed.pdf
Approved	Pro-Rata Refund of Premium with Cancellation Fee	AU CW32 1004	Endorseme nt/Amendm ent/Condi tions	New	57.70	AU CW32 1004 - Pro- rata refund & fee.pdf
Approved	Pro Rata Refund of Premium Endorsement	AU CW33 1004	Endorseme nt/Amendm ent/Condi tions	New	57.40	AU CW33 1004 - Pro- rata refund.pdf

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement amends the Policy as follows:

PART A – LIABILITY COVERAGE

Part A is amended as follows:

OTHER INSURANCE

The **Other Insurance** provision is deleted and replaced by the following:

If there is other applicable liability insurance or bond, **we** will pay only **our** share of the **loss**. **Our** share of the **loss** is the proportion that **our** Liability Coverage limit of liability bears to the total of all applicable limits.

Any insurance **we** provide for a vehicle that is not **your covered auto** shall be excess over any other collectible insurance or bond. However, **we** will provide primary insurance for a motor vehicle that is not **your covered auto** if:

- A. A duly licensed automobile dealer provides a **loaner vehicle** to **you** or a **family member**:
 - 1. For use as a temporary substitute while **your covered auto** is out of normal use because of its:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing.
 - 2. For use as a demonstrator vehicle.
- B. The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

PART B – PERSONAL INJURY PROTECTION COVERAGE

Part B is amended as follows:

Under **Other Insurance**, item **D.** is deleted and replaced by the following:

- D. Subject to **A.**, **B.**, and **C.** above, if there is other applicable personal injury protection insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

However, **we** will provide primary insurance for a motor vehicle if:

- 1. A duly licensed automobile dealer provides a **loaner vehicle** to **you** or a **family member**:
 - a. For use as a temporary substitute while **your covered auto** is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair; or
 - (3) Servicing.
 - b. For use as a demonstrator vehicle.
- 2. The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

PART C – UNINSURED / UNDERINSURED MOTORISTS COVERAGE

Part C is amended as follows:

Under **Other Insurance**, item **B.** is deleted and replaced by the following:

- B. Any insurance **we** provide with respect to a vehicle that is not **your covered auto** shall be excess over any collectible insurance providing such coverage on a primary basis.

However, **we** will provide primary insurance for a motor vehicle that is not **your covered auto** if:

- 1. A duly licensed automobile dealer provides a **loaner vehicle** to **you** or a **family member**:
 - a. For use as a temporary substitute while **your covered auto** is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair; or
 - (3) Servicing.
 - b. For use as a demonstrator vehicle.

2. The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

The **Other Sources Of Recovery** provision is deleted and replaced by the following:

If other sources of recovery also cover the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any insurance **we** provide with respect to a **non-owned auto** or a **trailer**, other than a **trailer** shown on **your Declarations Page**, shall be excess over any other collectible source of recovery including, but not limited to:

- A.** Any coverage provided by the **owner** of the **non-owned auto** or **trailer**;
- B.** Any other applicable physical damage insurance; or
- C.** Any other source of recovery applicable to the **loss**.

However, **we** will provide primary insurance for a vehicle that is not **your covered auto** if:

- A.** A duly licensed automobile dealer provides a **loaner vehicle** to **you** or a **family member**:
 1. For use as a temporary substitute while **your covered auto** is out of normal use because of its:
 - a.** Breakdown;
 - b.** Repair; or
 - c.** Servicing.
 2. For use as a demonstrator vehicle.
- B.** The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT

INDEX

I. Motorcycle And Miscellaneous Personal Vehicle Coverage Endorsement	1
Definitions	1
Part A – Liability Coverage	2
Part D – Coverage For Damage To Your Auto	2
II. Emergency Roadside Assistance Coverage	5
Insuring Agreement – Emergency Roadside Assistance Coverage	5
Definitions	6
Exclusions	6
III. Trip Interruption Coverage	8
Insuring Agreement – Trip Interruption Coverage	8
Definitions	8
Limit of Liability	8
Other Sources of Recovery	8
IV. Transport Trailer Physical Damage Coverage	8
Insuring Agreement – Transport Trailer Physical Damage Coverage	8
Definitions	8
Exclusions	8
Limit of Liability	9
Other Sources of Recovery	10

The **Motorcycle And Miscellaneous Personal Vehicle Coverage Endorsement** amends the Policy to provide coverage to **your motorcycle** or **miscellaneous personal vehicle**. The optional coverages **we** have included will apply when shown on **your Declarations Page** and **you** pay the additional premium for the optional coverage. Please contact **us** or **your** agent if **you** would like to add **Emergency Roadside Assistance Coverage**, **Trip Interruption Coverage**, or **Transport Trailer Physical Damage Coverage**.

I. MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT

Your policy is amended as follows:

DEFINITIONS

The **Definitions** Section is amended as follows:

A. The definition of **auto** is deleted and replaced by the following:

Auto means a **motorcycle** or **miscellaneous personal vehicle** as defined below.

B. The following definitions are added:

1. **Motorcycle** means a two or three wheeled land motor vehicle of the following types:

- Motorcycle;
- Motorbike;
- Motor scooter; or
- Motorized trike.

2. **Miscellaneous personal vehicle** means:

- All-terrain vehicle that has at least two wheels but no more than six wheels;
- Golf cart; or
- Segway®.

C. The definition of **trailer** is deleted and replaced by the following:

Trailer means a non-motorized device designed to be towed on public roads by a **motorcycle**, provided the **trailer** is **owned** by **you**, and the **trailer** is not used:

1. For commercial or **business** purposes;
 2. As a primary residence;
 3. As an office, store, or for commercial display purposes; or
 4. To transport passengers.
- D. The definition of **your covered auto** is deleted and replaced by the following:

Your covered auto means:

1. Any **auto** shown on **your Declarations Page**;
2. A **newly acquired auto**; or
3. A **trailer you own**.

PART A – LIABILITY COVERAGE

Part A is amended as follows:

- A. Under **Additional Definitions For Part A – Liability Coverage**, the definition of **insured** is deleted and replaced by the following:

Insured, when shown in **boldface italics** typeface in **Part A**, is defined as follows:

1. **You** or any **family member** for the **ownership**, maintenance or use of **your covered auto**;
2. Any person using **your covered auto** with **your** permission; or
3. Any person or organization legally liable for the use of **your covered auto** by a person covered under this **Part A**.

- B. The **Exclusions** Section is amended as follows:

1. The following exclusion is added:

Notwithstanding any provision in the policy to the contrary, **we** do not provide Liability Coverage for, nor have a duty to defend, any **insured** for **bodily injury** or **property damage** resulting from any **insured's** operation, maintenance, or use of a **non-owned auto**.

2. The following exclusion is added:

We do not provide Liability Coverage for, nor have a duty to defend, any **insured** for **bodily injury** or **property damage** resulting from the **ownership**, maintenance, or use of a **trailer** that is not attached to a **motorcycle** covered by this endorsement.

3. Exclusion **B.1.** is deleted and replaced by the following:

We do not provide Liability Coverage for, nor have a duty to defend, any **insured** for a **loss** arising from the **ownership**, maintenance, or use of:

1. Any vehicle that:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads;unless coverage is provided under this endorsement for that vehicle.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

- A. The **Collision Coverage Insuring Agreement** is deleted and replaced by the following:

COLLISION COVERAGE INSURING AGREEMENT

Subject to the limits of liability provisions contained in **Part D** of this policy, if **you** pay the premium for Collision Coverage, **we** will pay for direct and accidental **loss** to **your covered auto** for which Collision Coverage has been purchased, as stated on **your Declarations Page**, if it overturns or is in a **collision** with another object. If **loss** to more than one **auto** to which coverage under this **Part D** applies results from the same **collision**, only the highest applicable deductible will apply.

- B. The **Comprehensive Coverage Insuring Agreement** is deleted and replaced by the following:

COMPREHENSIVE COVERAGE INSURING AGREEMENT

- A. Subject to the limits of liability provisions contained in **Part D** of this policy, if **you** pay the premium for Comprehensive Coverage, **we** will pay for **loss** to **your covered auto** for which Comprehensive Coverage has been purchased, as stated on **your Declarations Page**.

- B. Comprehensive Coverage applies to a **loss** caused by any of the following:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a **collision**, **you** may elect to have it considered a **loss** caused by **collision**.

C. The following coverages are deleted and shall not apply in connection with any **loss**:

1. **Transportation Expense Coverage**;
2. **Increased Transportation Expense Coverage**; and
3. **Towing And Labor Costs Coverage**.

D. **Additional Equipment Coverage** is amended as follows:

Item B.4. is deleted and replaced by the following:

4. The limit of:
 - a. \$3,000 if **you** have not purchased Increased Additional Equipment Coverage; or
 - b. If **you** have purchased Increased Additional Equipment Coverage ("IAEC"), \$3,000 added to the amount of IAEC **you** purchased as shown on **your Declarations Page**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retains the salvage.

E. The following **Safety Riding Apparel Coverage Insuring Agreement** is added:

1. Subject to the limits of liability stated below, if **you** pay the premium for Collision Coverage under this policy **we** will pay for **loss** to **your safety riding apparel** due to **collision**. All payments for **loss** to **safety riding apparel** shall be reduced by the applicable Collision Coverage deductible, but only one deductible shall be applied to any one **loss** under this **Part D**.
2. The limit of liability for **loss** to **safety riding apparel** is the lowest of:
 - a. The actual cash value of the **safety riding apparel** at the time of **loss**;
 - b. The cost to repair the **safety riding apparel**;
 - c. The cost to replace the **safety riding apparel** with like kind and quality; or
 - d. The limit of \$2,000.

F. The following **Disappearing Deductible Insuring Agreement** is added:

If you pay the premium for Collision Coverage or Comprehensive Coverage, the terms and conditions concerning the deductible applicable to such coverage are amended as follows:

1. If **you** do not have a **loss** under Collision Coverage and Comprehensive Coverage of **Part D** during any policy period, **we** will reduce the deductible amount **you** chose for that coverage period by 25% for the next coverage period.
2. Following the first **loss** free policy period described in 1. above, if **you** do not have a **loss** under Collision Coverage and Comprehensive Coverage during the subsequent consecutive policy periods, **we** will reduce the deductible amount **you** originally chose by 25% for each subsequent consecutive **loss**-free policy period. This reduction will occur until finally no deductible remains. The deductible reduction cycle is completed when the deductible amount is reduced to zero. After four consecutive policy periods in which **you** have no **loss**, **we** will waive the deductible for all subsequent policy periods until **you** have a **loss**. After any **loss** to which **Part D** applies, the deductible amount **you** originally chose will be reinstated for the remainder of the policy period in which **you** experienced the **loss**. Thereafter, the deductible reduction cycle will begin again as described herein.
3. If **you** choose to change the deductible amount that **you** originally chose, the new deductible amount will be substituted for the original deductible amount. Any reductions to the deductible amount will then apply to the new deductible amount.

G. **Additional Definitions For Part D – Coverage For Damage To Your Auto** is amended as follows:

1. The definition of **additional equipment** is deleted and replaced by the following:
Additional equipment means any:

- a. Enhancement;
- b. Equipment;
- c. Devices;
- d. Accessories; and
- e. Changes;

to an **auto** that are permanently installed or attached and alter the appearance or performance of a vehicle and were not original manufacturer or factory installed.

Additional equipment includes any electronic equipment that is permanently installed and designed for the reproduction of sound or to transmit or receive audio, visual, or data signals. It includes, but is not limited to, the following items when they are not considered standard or optional equipment from the **auto** manufacturer:

- a. Citizen band radios;
- b. Telephones;
- c. Two-way mobile radios;
- d. Radios;
- e. Stereos;
- f. Tape decks;
- g. Compact disc systems;
- h. Navigation systems;
- i. Internet access systems;
- j. Personal computers;
- k. Video entertainment systems;
- l. Televisions; and
- m. Scanners.

Additional equipment also includes, but is not limited to, the following additional furnishings or equipment when they are not considered standard or optional equipment from the **auto** manufacturer:

- a. Custom paint;
- b. Murals;
- c. Decals or graphics;
- d. Custom seats;
- e. Custom wheels;
- f. Custom tires;
- g. Custom plating;
- h. Custom exhaust;
- i. Covers;
- j. Roll bars;
- k. Running boards;
- l. Handicap equipment;
- m. Side cars; and
- n. **Trailers** while attached to a **motorcycle** covered by this endorsement.

2. The definition of **collision** is deleted and replaced by the following:

Collision means the upset of **your covered auto** or its impact with another vehicle or object.

3. **Safety riding apparel** refers to clothing and head gear designed and made to protect one from injury due to an **accident** involving an **auto** as defined by this endorsement.
4. For purposes of coverage under **Part D**, **your covered auto** means:
 - a. Any **auto** shown on **your Declarations Page**; or
 - b. A **newly acquired auto**.

H. Exclusions That Apply To Part D - Coverage For Damage To Your Auto is amended as follows:

1. The following exclusions are added:

- a. Notwithstanding any provision in the policy to the contrary, **we** will not pay for any **loss** to any **non-owned auto**.
 - b. **We** will not pay for **loss** to **your covered auto** if it is designed for operation principally off public roads and the **loss** does not affect the operation or framework of the **auto**. Such excluded **losses** include, but are not limited to:
 - (1) Chipped paint;
 - (2) Scratched paint;
 - (3) Scraped paint; and
 - (4) Small dents.
 - c. **Loss** to a **trailer** that is not attached to a **motorcycle**.
 - d. **Loss** to **safety riding apparel**, including helmets, unless the **loss** is due to **collision** and occurs while being worn by **you** or a passenger.
2. Exclusion J. does not apply to **Motorcycle And Miscellaneous Personal Vehicle Coverage**.
- I. With respect to the Coverage(s) shown as applicable to a vehicle described on **your Declarations Page**, the **Damage To Your Auto – Limit Of Liability** provision is deleted and replaced by the following:
- 1. **Our** limit of liability for **loss** to **your covered auto** will be the lowest of:
 - a. The actual cash value of the stolen or damaged property reduced by:
 - (1) The applicable deductible shown on **your Declarations Page**; and
 - (2) Its salvage value if **you** or the **owner** retains the salvage;
 - b. The amount necessary to replace the property with other property of like kind and quality reduced by:
 - (1) The applicable deductible shown on **your Declarations Page**; and
 - (2) Its salvage value if **you** or the **owner** retains the salvage;
 - c. The amount necessary to repair the damaged property to its pre-**loss** condition, reduced by the applicable deductible shown on **your Declarations Page**; or
 - d. The Stated Amount Auto Coverage limit of liability, if applicable, reduced by:
 - (1) The applicable deductible shown on **your Declarations Page**; and
 - (2) Its salvage value if **you** or the **owner** retain the salvage.
 - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
 - 3. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life and the increase in value from the repair of prior damage.
 - 4. Any amount paid or payable under **Part D** shall be reduced by any amount paid for the **property damage** to **your covered auto** under **Part C**.
 - 5. In the repair of **your** covered motor vehicle under the physical damage coverage provisions of this policy, **we** may require or specify the use of motor vehicle parts not made by the original manufacturer. These parts are required to be at least equal in terms of fit, quality, performance, and warranty to the original manufacturer parts they replace.
- J. With respect to **loss** to **your covered auto**, the provision for **Other Sources Of Recovery** is deleted and replaced by the following:
- If other sources of recovery also cover the **loss** to **your covered auto**, **we** will pay **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.
- All other terms and conditions of the policy remain unchanged.

II. EMERGENCY ROADSIDE ASSISTANCE COVERAGE

If **you** have paid the premium for Emergency Roadside Assistance Coverage, the following is added to **your** policy:

INSURING AGREEMENT - EMERGENCY ROADSIDE ASSISTANCE COVERAGE

If **you** pay the premium for Emergency Roadside Assistance Coverage, **we** will pay for **our** authorized service representative to provide the following services for **your covered motorcycle**, as shown on **your Declarations Page**:

A. Towing assistance to the nearest:

- 1. Harley-Davidson® dealership or qualified service facility, at your option, if **your covered motorcycle** is a Harley-

Davidson® motorcycle; or

2. Qualified service facility if **your covered motorcycle** is not a Harley-Davidson® motorcycle;

- B. Flat tire assistance limited to repair at the disablement site or towing assistance to the nearest qualified service facility;
- C. Emergency delivery service of the following for **your covered motorcycle**:
 - 1. Oil;
 - 2. Gas;
 - 3. Fluids; or
 - 4. Water;when it is disabled and in immediate need of the item. **We** do not pay for the cost of the items being delivered.
- D. Lock-out assistance which consists of providing assistance with unlocking **your covered motorcycle** or a compartment of **your covered motorcycle** if the keys are lost or locked inside **your covered motorcycle**;
- E. Battery assistance which consists of jump-starting **your covered motorcycle** in time of immediate need; and
- F. Extrication assistance provided when **your covered motorcycle** is stuck in a ditch or other inaccessible area which is within 50 meters of a paved road or highway. This service does not cover extrication or winching when **your covered motorcycle** is being ridden off-road or on other unpaved surfaces.

DEFINITIONS

For purposes of Emergency Roadside Assistance Coverage, the **Definitions** Section is amended as follows:

The following definition is added:

Your covered motorcycle means a **motorcycle** used exclusively on public roads for which Emergency Roadside Assistance Coverage has been purchased.

EXCLUSIONS

If an exclusion below applies, coverage will not be provided under Emergency Roadside Assistance Coverage:

- A. No coverage is provided for a **motorcycle** used for racing or commercial purposes.
- B. **We** will not pay for the cost of the following items:
 - 1. Vehicle parts;
 - 2. Replacement keys;
 - 3. Oil;
 - 4. Gas;
 - 5. Fluids;
 - 6. Water;
 - 7. Lubricants; or
 - 8. Tires;
- C. The following services, service charges or expenses are not covered:
 - 1. Taxicab fares; or
 - 2. Commercial delivery charges;
- D. The following expenses or charges are not covered:
 - 1. Taxes;
 - 2. Fines; or
 - 3. Vehicle storage charges;
- E. The following causes or reasons for towing or expense are not covered:
 - 1. Towing from or repair work performed at a gas or service station, garage, or repair shop;
 - 2. Damage or disablement of **your covered motorcycle** due to:
 - a. Collision;
 - b. Fire;
 - c. Flood; or

- d. Vandalism.
- 3. Non-emergency towing or other non-emergency service;
- 4. Towing of **your covered motorcycle** that has been impounded;
- 5. Towing on or from a road not regularly maintained, including but not limited to:
 - a. Beaches;
 - b. Fields;
 - c. Forests; or
 - d. Construction zones.
- 6. Towing at the direction of a law enforcement officer due to, but not limited to the following:
 - a. Traffic obstruction;
 - b. Impoundment;
 - c. Abandonment;
 - d. Illegal parking; or
 - e. Other violations of the law.
- 7. Towing due to an emergency resulting from:
 - a. A driver or passenger's use of intoxicants or narcotics; or
 - b. The use of **your covered motorcycle** in the commission of a felony.
- F. The following types of labor or labor charges are not covered:
 - 1. Cost of installation of products or parts;
 - 2. Additional labor relating to towing;
 - 3. Non-emergency mounting or removing of:
 - a. Tires;
 - b. Snow tires; or
 - c. Chains.
 - 4. Tire repair at any location other than the disablement site;
 - 5. Work performed at a gas or service station, garage, or repair shop;
 - 6. Service on **your covered motorcycle** that is not in a safe condition to be towed;
 - 7. Routine maintenance or repair;
 - 8. Non-emergency towing or other non-emergency service; or
 - 9. Service obtained through any source other than Road America.
- G. No more than one emergency road service incident will be eligible for coverage in a 7-day period.
- H. Impound towing or towing by anyone other than an authorized service representative is not covered.

All other terms and conditions of **your** policy, as amended by the **MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT** and any other endorsements issued by **us**, remain unchanged.

III. TRIP INTERRUPTION COVERAGE

If **you** have paid the premium for Trip Interruption Coverage, the following is added to **your** policy:

INSURING AGREEMENT – TRIP INTERRUPTION COVERAGE

- A. Subject to the Limit Of Liability provision shown below, if **you** pay the premium for Trip Interruption Coverage and **your covered motorcycle** has a mechanical or electrical breakdown caused by a **loss** covered under **Part D – Coverage For Damage To Your Auto**, **we** will pay for the following expenses incurred by **you** for **your covered motorcycle** for which this coverage has been purchased as shown on **your Declarations Page**:
 - 1. Transportation costs incurred, up to a maximum of \$35.00 per day;
 - 2. Lost deposit for lodging reservations after attempting to cancel the reservation, up to a maximum of \$400.00;
 - 3. Temporary lodging costs incurred, up to a maximum of \$100.00 per day; and
 - 4. Meal costs incurred, up to a maximum of \$50.00 per day.

- B. Trip Interruption Coverage only applies if the **loss** to **your covered motorcycle** resulting in a mechanical or electrical breakdown is:
1. Covered under **Part D – Coverage For Damage To Your Auto**;
 2. Occurs more than 100 miles from **your** residence shown on **your Declaration Page**; and
 3. **Your covered motorcycle** is withdrawn from use due to breakdown for at least 24 hours.

DEFINITIONS

For purposes of Trip Interruption Coverage, the **Definitions** Section is amended as follows:

The following definition is added:

Your covered motorcycle means a **motorcycle** used exclusively on public roads for which Trip Interruption Coverage has been purchased.

LIMIT OF LIABILITY

- A. The maximum **we** will pay under Trip Interruption Coverage for one occurrence is \$500.
- B. **Our** payment for Trip Interruption Coverage will be limited to expenses or costs incurred for the period of time reasonably required to:
1. Resume **your** trip in accordance with a prearranged travel itinerary; or
 2. Return to **your** residence shown on **your Declarations Page**.
- C. No one will be entitled to receive duplicate payments for the same elements of **loss** from this coverage and any other coverage provided under the policy.

OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage shall be excess over any other collectible source of recovery, including but not limited to:

- A. Any coverage provided by:
1. Vehicle warranties;
 2. Automobile clubs; or
 3. Mechanical breakdown or similar plans;
- B. Any other source of recovery applicable to the **loss**.

All other terms and conditions of **your** policy, as amended by the **MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT** and any other endorsements issued by **us**, remain unchanged.

IV. TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

If **you** have paid the premium for Transport Trailer Physical Damage Coverage, the following is added to **your** policy:

INSURING AGREEMENT - TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

Subject to the limits of liability provisions stated below, if **you** pay the premium for Transport Trailer Physical Damage Coverage, Collision Coverage and Comprehensive Coverage under **Part D** of **your** policy apply for a covered **loss** to **your transport trailer**.

DEFINITIONS

Additional Definitions For Part D – Coverage For Damage To Your Auto is amended with respect to **loss** to **your transport trailer**, as follows:

- A. **Collision** means the upset of **your transport trailer** or its impact with another vehicle or object.
- B. **Transport trailer** means a non-motorized device **owned** by **you** which is designed to be towed on public roads by a land motor vehicle and designed to transport an **auto** while used in connection with the use or transportation of **your covered auto**.

EXCLUSIONS

Exclusions That Apply To Part D – Coverage For Damage To Your Auto is amended with respect to **loss** to **your transport trailer**, as follows:

- A. Any reference to **trailer** is deleted and replaced by **transport trailer** unless otherwise noted.
- B. The following exclusions do not apply to **Transport Trailer Physical Damage Coverage**:
 - 1. Exclusion J;
 - 2. Exclusion K; and
 - 3. Exclusion Q.
- C. **We** will not pay for **loss** to, or loss of use of, a transport trailer **you** do not **own**.
- D. The following coverages shall not apply in connection with a **loss** to a **transport trailer**:
 - 1. **Transportation Expense Coverage**;
 - 2. **Increased Transportation Expense Coverage**;
 - 3. **Towing And Labor Costs Coverage**;
 - 4. **Additional Equipment Coverage**;
 - 5. **Increased Additional Equipment Coverage**; and
 - 6. **Safety Riding Apparel Coverage**.

LIMIT OF LIABILITY

With respect to the **Transport Trailer Physical Damage Coverage** for **your transport trailer**, the **Damage To Your Auto – Limit Of Liability** provision is deleted and replaced by the following:

- A. **Our** limit of liability for **loss** to **your transport trailer** will be the lowest of:
 - 1. The actual cash value of the stolen or damaged property reduced by:
 - a. The applicable deductible shown on **your Declarations Page**; and
 - b. Its salvage value if **you** retain the salvage;
 - 2. The amount necessary to replace the property with other property of like kind and quality reduced by:
 - a. The applicable deductible shown on **your Declarations Page**; and
 - b. Its salvage value if **you** retain the salvage;
 - 3. The amount necessary to repair the damaged property to its pre-**loss** condition, reduced by the applicable deductible shown on **your Declarations Page**; or
 - 4. The applicable limit of liability or Stated Amount Coverage elected by **you**, reduced by:
 - a. The applicable deductible shown on **your Declarations Page**; and
 - b. Its salvage value if **you** retain the salvage.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life and the increase in value from the repair of prior damage.

OTHER SOURCES OF RECOVERY

With respect to **loss** to **your transport trailer**, the provision for **Other Sources Of Recovery** is deleted and replaced by the following:

The insurance **we** provide for **Transport Trailer Physical Damage Coverage** will be excess over any other collectible insurance.

All other terms and conditions of **your** policy, as amended by the **MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT** and any other endorsements issued by **us**, remain unchanged.

[illegible]

POLICY INFORMATION

[illegible]

COMPANY INFORMATION

AIG Agency Auto

Company Name: XX
Company Address: XX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, XX, XXXXX-XXXX

INSURED INFORMATION

Insured Name	Total Premium:	xxxx.xx	Policy # : xxxxxxxxxxxx
Mailing: Address	Down Payment:	xxxx.xx	
City, State & Zip	Balance Due:	xxxx.xx	
Garage: Location	Minimum Down Pay:	xxxx.xx	
City, State & Zip	Pay Plan:	Xxxxxxx	
HM # (xxx)xxx-xxxx			
WK # (xxx)xxx-xxxx	Down Pay Method:	Xxxxxxx	
E-mail: xxxxxxxxxxxxxxxxxxxx			
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx			
Policy Term: xx Months			
EFF Date: xx/xx/xxxx			

PRODUCER INFORMATION

Producer Name
 Producer Street Address
 City, State & Zip
 Phone # (xxx)xxx-xxxx
 Producer Code:
 XXXXXXXX

 Producer License #:
 XXXXXXXXXXXX

 Producer Name:
 XXXXXXXXXXXXXXXXXXXXXXXXXXXX

PAYMENT AUTHORIZATION

Payment Method:	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Account Holder's Name:	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Card Type:	XXXXXXXXXXXXXXXXXXXX
Account Number:	XXXX XXXX XXXX 1234
Expiration Date:	xx/xx

Account Type:	XXXXXXXX
Account Number:	XXXXXXXXXX
Routing Number:	XXXXXXXXXXXXXXXXXX
Financial Institution:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Amount Due: \$xxxx.xx

I understand that in the event the Company is unable to collect the Amount Due indicated above, the policy is subject to cancellation for non-payment. The Company is deemed "unable to collect Amount Due" in the following instances: when I reach my credit limit; when the bank cancels or revokes my bank card, when there is insufficient funds in my bank account; or when the bank does not pay, for whatever reason, the Amount Due upon the Company's settlement request. I also understand that in the event the policy cancels, all unearned premium due to me, if any, will be sent to me in the form of a Company check.

I hereby authorize the Company to collect the Amount Due as indicated above via the Payment Method indicated above.

Authorized Signature **X** Date:

DRIVER AND RESIDENT INFORMATION

Dr/ Res	Name	D.O.B	Age	Sex	Yrs Drv Exp	Marital Status	Relation
1	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xx/xx/xxxx	xx	X	xx	XXXXXXXXXX	XXXXXXXXXX
2	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xx/xx/xxxx	Xx	X	xx	XXXXXXXXXX	XXXXXXXXXX
3	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xx/xx/xxxx	Xx	X	xx	XXXXXXXXXX	XXXXXXXXXX
4	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xx/xx/xxxx	Xx	X	xx	XXXXXXXXXX	XXXXXXXXXX
5	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xx/xx/xxxx	Xx	X	xx	XXXXXXXXXX	XXXXXXXXXX

Dr/Res	License Status	License#	ST	Social Security #	SR-22	Driver Status	Pr/Oc Dr
1	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
2	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
3	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
4	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
5	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx

POINT DEVELOPMENT- LAST 35 MONTHS

ACCIDENTS/CONVICTIONS: List ALL accidents, at fault and not at fault, and moving violations within the last 35 months for ALL rated operators.

Dr /Res	Date of Acc/Conv	Violation	Location (City, State)	Approx. Amt. Bodily Injury	Approx. Amt. Property Damaged
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx

VEHICLE INFORMATION

Veh #	Yr	Make	Model	Engine CC's	St Amt	Symbol	# of Wheels
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx

Veh #	VIN	Garaging Zip	ST	Veh Use	DR #	Pts	Tax Location	Annual Mileage
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx

LOSS PAYEE AND/OR ADDITIONAL INTEREST

Veh #	NAME	ADDRESS	CITY	ST	ZIP
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx

UNDERWRITING INFORMATION

PRIOR INSURANCE	PRIOR BI INJURY LIMITS	PRIOR POLICY EFFECTIVE DATE	PRIOR POLICY EXPIRATION DATE	PRIOR CARRIER	TOTAL COMP CLAIMS	TOTAL NOT-AT-FAULT ACCIDENTS
xxx	xxx/xxx	xx/xx/xx	xx/xx/xx	xxxxxxxxxxxxxx	xxx	xxx

VERSION #: xxxxxxxxxxxxxx

STATE: XX

Page 3 of 6

NAME: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX POLICY#: XXXXXXXXXXXXXXXX

COVERAGES

Veh Yr & Make: Driver: Coverage	XXXX/XXXXXXXXXX xx/X/X		XXXX/XXXXXXXXXX xx/X/X		XXXX/XXXXXXXXXX xx/X/X		XXXX/XXXXXXXXXX xx/X/X		XXXX/XXXXXXXXXX xx/X/X	
	Limit	Premium	Limit	Premium	Limit	Premium	Limit	Premium	Limit	Premium
BI (includes GST)	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx
PD	xx	xxxxx	xx	xxxxx	xx	xxxxx	xx	xxxxx	xx	xxxxx
PIP	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx
UMBI	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx
UIMBI	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx	xxx/xxx	xxxxx
UMPD	xx	xxxxx	xx	xxxxx	xx	xxxxx	xx	xxxxx	xx	xxxxx
COMP	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx
COLL	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx
Safety Riding	xxxxx	Incl	xxxxx	Incl	xxxxx	Incl	xxxxx	Incl	xxxxx	Incl
Apparel										
IAEC	xx	xxxxx	xx	xxxxx	xx	xxxxx	xx	xxxxx	xx	xxxxx
Emerg Road	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx
Assistance										
Trip Interruption	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx
Per Vehicle Total		xxxxxx		xxxxxx		xxxxxx		xxxxxx		xxxxxx
Transport Trailer	XXXX/\$XXXXXX									

Premium Subtotal: XXXXXXXX

Applicable Fees: XXXXXXXX

Total: XXXXXXXX

Comprehensive and Collision coverages include \$3000 in Additional Equipment Coverage.

DISCOUNTS/SURCHARGES

Discounts: Association, Motorcycle Safety Foundation Instructor, Multi-Cycle, Multi Policy, Homeowners, and Safety Course.

[illegible]

Surcharges: Special Hazard, SR-22 Filing, No Collision with Comprehensive Coverage

[illegible][illegible][illegible][illegible]

APPLICANT'S STATEMENT

I hereby declare that the statements contained herein are true to the best of my knowledge and belief and do hereby agree to pay any surcharges applicable under company rules which are necessitated by inaccurate statements. I agree that no coverage will be bound if my payment is not honored by the Bank.

I understand that a service charge of \$XX.XX will be assessed to the balance due on my policy if any payment offered is not honored by my bank. Imposition of such charge shall not deem Company to have accepted the payment unconditionally.

I understand that the Maximum Limit for Physical Damage coverage (if purchased) is the Actual Cash Value of the factory standard vehicle at the time of the loss or the rating base, whichever is less. Also, no coverage exists for custom parts or equipment unless the appropriate premium is paid.

I agree that when I pay my initial premium, the coverage afforded by this policy is conditioned on the payment being honored by the bank. If the payment is not honored, Company shall be deemed not to have accepted the payment, and this policy shall be void from inception.

If you request cancellation of this policy, once issued, at any time prior to the policy term expiration date, any unearned premium refund may be substantially penalized.

I agree to pay the policy fee and installment fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan.

I agree to pay a late fee of \$xx.xx during the policy term and each renewal policy term when a payment is postmarked more than two days after the premium due date. The amount of this fee may change upon policy renewal.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Note: I authorize that in connection with my request for an insurance quotation: (1) the Company may obtain consumer reports (which may include credit information) or personal or privileged information from third parties; (2) I understand in certain circumstances, such information, as well as other personal privileged information subsequently collected by the Company, may be disclosed to third parties without my authorization, but it is not the Company’s practice to do so; (3) I have the right to access and correct all personal information collected; and (4) at my request the Company will: (a) confirm whether a consumer report was requested and, if so, provide the name and address of the consumer reporting agency that furnished it; and (b) provide me more detailed information regarding collection, use, and disclosure of personal information, and my rights to access and correct such information. I understand that this authorization remains valid as long as this policy or a renewal of this policy remains in force.

I hereby authorize the above named company to obtain a copy of my motor vehicle report and further certify that all drivers in my household have authorized me to consent on their behalf to obtain a copy of their motor vehicle report. I understand this information will be used in rating and /or underwriting the insurance for which I hereby apply, and any renewal thereof.

I hereby declare that no persons, other than those listed on this application, regularly operate the vehicle(s) described on this application. I understand and agree that coverage may be cancelled for misrepresentation or fraud when a resident operator or regular operator is driving if that driver is intentionally not listed on this application. I further understand that the intentional failure to declare ALL ACCIDENTS and VIOLATIONS, truthfully answer all questions or disclose all operators and vehicle uses may also result in the cancellation of my policy.

I understand I must maintain the necessary documentation (appraisal/photos, title of vehicle and all receipts) used in determining the dollar value of the vehicle(s) indicated under Stated Amount (shown as St Amt) in the Vehicle Information section of this application. I further acknowledge that in the event of a claim this documentation will be required to settle the loss.

X_____Date:_____

Signature of Insured-Applicant

PRODUCER SIGNATURE

The undersigned hereby warrants and certifies that the information contained herein is correct to the best of his/her knowledge; that this application was completed and then signed by the insured-applicant; that a completed copy hereof has been given to the insured-applicant; and that the undersigned has a duplicate signed copy hereof.

X_____Date:_____Time:_____

Signature of Producer

Information on Stated Amount Coverage

We have placed Stated Amount coverage on at least one motorcycle on your policy. The deductible amount you selected shows up in the coverage section of your application. You have supplied us with the dollar value for the Stated Amount of your motorcycle, which should represent the market value of the motorcycle, including the market value of all custom parts and equipment. This amount is printed under the Vehicle Information section of your application.

In the event you have a claim for the theft or damage to this motorcycle, we will settle your claim in the manner described in your policy contract under “Limit of Liability” in Part D, Coverage For Damage To Your Auto. Please read your policy. Policies in different states may vary. Our limit of liability for loss will be the lesser of the:

- 1. Amount shown in the Schedule or in the Declarations.
- 2. Actual cash value of the stolen or damaged property; or
- 3. Amount necessary to repair or replace the property with other property of like kind and quality.

The Actual Cash Value (ACV) referred to above is ordinarily determined by the market value at the time of loss of a similar motorcycle. Please note that we pay the lowest of the listed settlement options in the event of a claim. If we determine that the ACV of your motorcycle is less than the Stated Amount you have indicated, the most we will pay is the ACV.

Please notify your producer or AIG Agency Auto if you modify your motorcycle in a way that significantly changes its market value, or if the market value changes for any other reason, and you would like to change the Stated Amount on your policy. Thank you for selecting AIG Agency Auto as your motorcycle insurance provider!

REGIONAL OFFICE
P.O. BOX 1802
ALPHARETTA, GA 30023

COMPANY COPY

PERSONAL AUTO POLICY
NEW DECLARATION ***** EFFECTIVE XX/XX/XX

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
	FROM	TO		
AIG XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMPANY NAME HERE	XXXXXXX
NAMED INSURED AND ADDRESS			AGENT	

VEHICLES COVERED

UNIT	ST	TER	YR	MAKE-DESCRIPTION	SERIAL NUMBER	AGE	SYM	CLASS	CSTNEW	CHG DATE
001	AR	204	90	NISS MAXIMA	JN1 HJ01 P5LT455413	6	11	2W-02		02/26/03

INSURANCE IS PROVIDED WHERE A PREMIUM IS SHOWN FOR THE COVERAGE.

COVERAGE	LIMITS OF LIABILITY	PREMIUMS
		UNIT 1
A BODILY INJURY \$25,000 EA PERSON \$50,000 EA ACCIDENT		249.00
A PROPERTY DAMAGE \$25,000 EACH ACCIDENT		200.00
C UNINSURED MOTOR BI \$25,000 EA PERSON \$50,000 EA ACC		42.00
C UNINSURED MOTORISTS - PROPERTY DAMAGE \$25,000		
\$200 PROPERTY DAMAGE DEDUCTIBLE APPLIES TO UMPD		29.00
C UNDERINSD MOTOR BI \$25,000 EA PERSON \$50,000 EA ACC		16.00
D COMPREHENSIVE \$500 DEDUCTIBLE		155.00
D COLLISION 4500 DEDUCTIBLE		312.00
\$5000 MEDICAL \$5000 ACCIDENTAL DEATH AND		
INCOME DISABILITY BENEFIT		86.00
	TOTAL BY UNIT	1089.00
	TOTAL TERM PREMIUM	\$1089.00

DRIVER ID	DRIVER NAME	LICENSE NUMBER	BIRTH DATE
01	JOHN DOE	12345678	02/08/77

DRIVER HISTORY:

DRIVER ID 01 SPE2 10/15/02

THE TOTAL EXPENSE CONSTANT FEE IS \$0.00

APPLICABLE FORMS

FORM#	DATE	UNIT	FORM#	DATE	UNIT	FORM#	DATE	UNIT
-------	------	------	-------	------	------	-------	------	------

POLICY PERIOD 12:01 AM
PREMIUM THIS TRANSACTION\$288.00

03/26/04
DATE

AUTHORIZED REPRESENTATIVE



ARKANSAS PERSONAL AUTOMOBILE INSURANCE POLICY

INDEX OF MAJOR POLICY PROVISIONS

AGREEMENT	3
DEFINITIONS	3
YOUR DUTIES AFTER ACCIDENT OR LOSS	6
General Duties	
PART A – LIABILITY COVERAGE	6
Insuring Agreement	
Additional Definitions for Part A – Liability Coverage	
Supplementary Payments	
Exclusions that Apply to Part A – Liability Coverage	
Liability Coverage Limit(s) of Liability	
Out of State Coverage	
Financial Responsibility	
Other Insurance	
Right of Direct Action	
PART B – PERSONAL INJURY PROTECTION COVERAGE	11
Insuring Agreement – Medical and Hospital Benefits	
Insuring Agreement – Income Disability Benefits	
Insuring Agreement – Accidental Death Benefits	
Additional Definitions for Part B – Personal Injury Protection	
Additional Duties for Part B – Personal Injury Protection	
Exclusions that Apply to Part B – Personal Injury Protection	
Personal Injury Protection Limit of Liability	
Other Insurance	
PART C – UNINSURED / UNDERINSURED MOTORISTS COVERAGE	15
Insuring Agreements	
Additional Definitions for Part C – Uninsured / Underinsured Motorist Coverage	
Additional Duties for Part C – Uninsured / Underinsured Motorist Coverage	
Exclusions that Apply to Part C – Uninsured / Underinsured Motorist Coverage	
Uninsured / Underinsured Motorists Coverage - Limit(s) of Liability	
Other Insurance	
PART D – COVERAGE FOR DAMAGE TO YOUR AUTO	20
Collision Coverage Insuring Agreement	
Comprehensive Coverage Insuring Agreement	
Transportation Expense Coverage	
Increased Transportation Expense Coverage	
Additional Equipment Coverage	
Towing And Labor Costs Coverage	
Additional Definitions for Part D – Coverage for Damage to Your Auto	
Additional Duties for Part D – Coverage for Damage to Your Auto	
Exclusions that Apply to Part D – Coverage for Damage to Your Auto	
Damage to Your Auto - Limit of Liability	
Payment of Loss	
No Benefit to Bailee	
Other Sources of Recovery	
Appraisal	
Lienholder	
GENERAL PROVISIONS	28
Bankruptcy	
Changes	
Conformity with Statute	
Misrepresentation or Fraud	
Legal Action Against Us	
Our Right to Recover Payment	
Policy Period and Territory	
Proof of Notice	
Termination	
Premium Payment	
Transfer of Your Interest in this Policy	
Two or More Auto Policies	

PERSONAL AUTOMOBILE INSURANCE POLICY

AGREEMENT

In return for payment of the premium, and subject to all of the terms of this policy, **we** agree with **you** as follows:

DEFINITIONS

Terms in **boldface italics** type will have the following meaning in the policy unless otherwise noted.

A. In the policy, **you** and **your** refer to:

1. The "named insured" shown on the **Declarations Page**; and
2. That named insured's spouse if the spouse is a resident of the same household of the named insured during the policy period; and

If the spouse ceases to be a resident of the same household during the policy period, coverage for that spouse will continue until the earliest of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured;
3. The end of the policy period; or
4. Cancellation of this policy.

B. **We**, **us**, and **our** refer to the Company named on **your Declarations Page** providing this insurance.

C. **Accident** means a sudden, unexpected, and unintended occurrence.

D. **Auto** means a four wheel private passenger car, van, pickup or jeep-type vehicle designed for operation principally upon public roads with a gross vehicle weight (as determined by the manufacturer's specifications) of 10,000 pounds or less.

E. **Bodily injury** means:

1. Bodily harm;
2. Sickness; or
3. Disease;

including death that results from:

1. Bodily harm;
2. Sickness; or
3. Disease.

F. **Business** means a:

1. Trade;
2. Profession; or
3. Occupation.

G. **Declarations Page** means the document from **us** listing:

1. The types of coverage **you** have elected;
2. The limit for each coverage;
3. The premium for each coverage;
4. The **autos** covered by this policy; and
5. Other policy information.

H. **Family member** means a person related to **you** by:

1. Blood;
2. Marriage; or
3. Adoption;

and who is a resident of **your** household. This includes a ward or foster child.

I. **Loaner vehicle** means a motor vehicle loaned to **you**, without a charge, by a state licensed automobile dealer:

1. As a temporary substitute for **your covered auto** while **your covered auto** is out of use because of:
 - a. Breakdown;

- b. Repair; or
 - c. Servicing; or
2. For use as a demonstrator vehicle.

J. **Loss** means sudden, direct, and accidental damage.

K. **Newly acquired auto** means an **auto** that **you** become the **owner** of during the policy period if no other insurance policy provides coverage for the **auto**.

Coverage for a **newly acquired auto** is subject to the following conditions:

1. If a **newly acquired auto** is a vehicle type that is not insurable in **our** published company guidelines, no coverage will be provided for that vehicle by this policy regardless of **your** acquisition of **ownership** during the policy period or **your** request for **us** to provide coverage.
2. For coverage other than Comprehensive Coverage or Collision Coverage in **Part D**, a **newly acquired auto** will have the broadest coverage **we** currently provide for any **auto** shown on **your Declarations Page**. This coverage will begin:
 - a. On the date **you** become the **owner** if:
 - (1) **Your newly acquired auto** is in addition to the **autos** shown on **your Declarations Page**; and
 - (2) **You** ask **us** to add the **newly acquired auto** to this policy within 30 days after **you** become the **owner**; or
 - b. On the date **you** become the **owner** if it replaces an **auto** shown on **your Declarations Page**.
3. For Comprehensive Coverage and Collision Coverage in **Part D**, if a **newly acquired auto** replaces any **auto** shown on **your Declarations Page**, Comprehensive Coverage and/or Collision Coverage will be provided as follows:
 - a. The **newly acquired auto** will have the same Comprehensive Coverage and/or Collision Coverage, including the applicable deductible that applied to the **auto** it replaces, if **you** notify **us** within 30 days after **you** become the **owner** of the **newly acquired auto**.
 - b. Any coverage **you** ask **us** to add to the **newly acquired auto** that did not apply to the **auto** it replaced will begin at the time **you** ask **us** to add the coverage.
 - c. If **you** do not notify **us** within 30 days after **you** become the **owner**, any coverage **you** ask **us** to apply to the **newly acquired auto** will begin at the time **you** ask **us** to add the coverage.
4. For Collision Coverage in **Part D**, if the **newly acquired auto** is in addition to any vehicle shown on **your Declarations Page**:
 - a. Coverage will apply when **you** become the **owner** if an **auto** shown on **your Declarations Page** has Collision Coverage and **you** ask to provide Collision Coverage for the **newly acquired auto** within 30 days after **you** become the **owner**.
 - b. Coverage will apply when **you** become the **owner** if no **auto** shown on **your Declarations Page** has Collision Coverage and **you** ask **us** to provide Collision Coverage within four days after **you** become the **owner**. If this Collision Coverage applies to a **loss** that occurs before **you** have asked **us** to insure the **auto**, a deductible of \$500 will apply to the **loss**.
 - c. Coverage will apply at the time **you** ask **us** to provide Collision Coverage if neither of the conditions in 4.a. or b. above has been met and **we** agree to add this coverage for this **auto**.
5. For Comprehensive Coverage in **Part D**, if the **newly acquired auto** is in addition to any vehicle shown on **your Declarations Page**:
 - a. Coverage will apply when **you** become the **owner** if an **auto** shown on **your Declarations Page** has Comprehensive Coverage and **you** ask **us** to provide Comprehensive Coverage within 30 days after **you** become the **owner**.
 - b. Coverage will apply when **you** become the **owner** if no **auto** shown on **your Declarations Page** has Comprehensive Coverage and **you** ask **us** to provide Comprehensive Coverage within four days after **you** become the **owner**. If this Comprehensive Coverage applies to a **loss** that occurs before **you** have asked **us** to insure the **auto**, a deductible of \$500 will apply to the **loss**.
 - c. Coverage will apply at the time **you** ask **us** to provide Comprehensive Coverage if neither of the conditions in 5.a. or b. above has been met and **we** agree to add this coverage for this **auto**.

L. **Non-owned auto** means any **auto** that is not **owned** by:

1. **You**;
2. A **family member**; or
3. The named insured's non-resident spouse;

and not furnished or available for the regular use of **you** or any **family member**, while in the custody of or being operated by **you** or any **family member**.

M. Occupying means:

1. In;
2. Upon; or
3. Getting:
 - a. In;
 - b. On;
 - c. Out; or
 - d. Off.

N. Owned and **ownership** mean:

1. To hold legal title to the **auto** or **trailer**;
2. To have legal possession of an **auto** or **trailer** subject to a lien or security agreement; or
3. To have legal possession of an **auto** that is leased or rented to that person under a written contract for a continuous period of six months or more.

O. Owner means the person who:

1. Holds legal title to the **auto** or **trailer**;
2. Has legal possession of an **auto** or **trailer** subject to a lien or security agreement; or
3. Has legal possession of an **auto** that is leased or rented to that person under a written contract for a continuous period of six months or more.

P. Punitive or exemplary damages means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

Q. Trailer means a non-motorized device designed to be towed on public roads by an **auto**, provided the **trailer** is:

1. **Owned** by **you**;
2. Being towed by **your covered auto**; or
3. Shown on **your Declarations Page**;

and the **trailer** is not used:

1. For commercial or **business** purposes;
2. As a primary residence;
3. As an:
 - a. Office;
 - b. Store; or
 - c. for commercial display purposes; or
4. To transport passengers.

R. Your covered auto means:

1. Any **auto** shown on **your Declarations Page**;
2. A **newly acquired auto**;
3. Any **trailer you own**; or
4. Any **auto** or **trailer you** do not **own** while used as a temporary substitute for any other **auto** or **trailer** described in this definition that is out of normal use due to:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. **Loss**; or
 - e. Destruction.

This provision **(R.4.)** does not apply to **Part D** of this policy.

YOUR DUTIES AFTER ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless **you** have paid the required premium when due and **we** have agreed to provide coverage. Coverage will not apply unless there is full compliance with the duties listed in this policy.

GENERAL DUTIES

- A.** After an **accident** or **loss**, an **insured** must notify **us** as soon as possible of the following **accident** or **loss** information:
1. The time it occurred;
 2. The location where it occurred;
 3. All facts and circumstances, including the driving conditions, who was involved, and all injury and witness information. Notice should include the names and addresses of any injured persons and witnesses; and
 4. The license plate identification of all vehicles involved.
- B.** Anyone seeking coverage under this policy must:
1. Cooperate with **us** in the:
 - a. Investigation;
 - b. Settlement; and
 - c. Defenseof any claim or lawsuit.
 2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**.
 3. Submit, as often as **we** reasonably require, at **our** expense:
 - a. To physical exams by doctors **we** select; and
 - b. To examinations under oath and sign the statements.
 4. Authorize **us** to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit proof of loss when required by **us**.
 6. Authorize **us** to obtain any information on any device installed in a covered **auto** that records information that **we** determine to be relevant to the facts of the **accident** or **loss**.
 7. Authorize **us** to move the damaged vehicle to a storage facility of **our** choice at **our** expense.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the limit of liability stated on **your Declarations Page**, if **you** pay the premium for Liability Coverage, **we** will pay damages for which an **insured** becomes legally liable due to **bodily injury** or **property damage** caused by an **accident** arising out of the **ownership**, maintenance, or use of an **auto** for which coverage under this **Part A** applies. Subject to the limit of liability, the amount **we** pay will include prejudgment interest awarded in a judgment against the **insured**. **We** will not pay for **punitive or exemplary damages**. **We** may settle or defend any claim or lawsuit as **we** deem appropriate.

In addition to the limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability has been exhausted by payment of judgments or settlements. **We** have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

ADDITIONAL DEFINITIONS FOR PART A – LIABILITY COVERAGE

The terms below, when shown in **boldface italics** type in **Part A**, are defined as follows:

A. *Insured* means:

1. **You** or any **family member** for the **ownership**, maintenance or use of any **your covered auto, non-owned auto, trailer, or loaner vehicle**.
2. Any person using **your covered auto** with **your** permission.
3. Any person or organization vicariously liable for the use of a covered **auto** by a person covered under this **Part A**.

4. Any person or organization vicariously liable for the use of a **non-owned auto** or **trailer** by **you** or a **family member** covered under this **Part A**. This provision (4) applies only if the person or organization does not **own** or hire the **auto** or **trailer**.

B. Property damage means physical injury to, destruction of, or loss of use of tangible property.

SUPPLEMENTARY PAYMENTS

In addition to **our** Liability Coverage limit of liability, **we** will pay on behalf of an **insured**:

- A.** Up to \$250 for the cost of bail bonds required because of an **accident**, including related traffic law violations. However:
 1. **We** will not pay the cost of a bail bond if no **bodily injury** or **property damage** resulted from the **accident**, and
 2. **We** are not required to apply for or provide these bonds.
- B.** Premiums on appeal bonds and bonds to release attachments in any lawsuit **we** defend. **We** are not required to apply for or provide these bonds. **We** also are not required to purchase a bond in an amount that is greater than **our** limit of liability.
- C.** Interest accruing after a judgment is entered in any lawsuit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment that does not exceed **our** limit of liability.
- D.** Up to \$200 a day for loss of wages or salary, but no other income, because of attendance at hearings or trials at **our** request.
- E.** Other reasonable expenses incurred at **our** request.

EXCLUSIONS THAT APPLY TO PART A – LIABILITY COVERAGE

If an exclusion below applies, coverage will not be provided under **Part A** of this policy.

- A. We** do not provide Liability Coverage for, nor have a duty to defend, any **insured**:
 1. Who intentionally causes or directs another to cause **bodily injury** or **property damage**.
 2. For **bodily injury** or **property damage** that results, or may reasonably be expected to result, from the intentional or criminal acts of an **insured**.
 3. For **property damage** to property:
 - a. **Owned** by;
 - b. Rented to;
 - c. Used by;
 - d. Transported by; or
 - e. In the care of;that **insured**.

This Exclusion (A.3.) does not apply to **property damage** to a rented residence or rented private garage caused by **your covered auto**.
 4. For **bodily injury** to an employee of that **insured** during the course of employment. This Exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For any liability arising out of the **ownership** or operation of a vehicle while it is being used to carry persons or property for a fee or any compensation, or while it is available for public hire. This Exclusion (A.5.) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as:
 - a. Food;
 - b. Newspapers; or
 - c. Flowers.It does not apply to a share-the-expense car pool.
 6. While employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Leasing;
 - c. Testing;
 - d. Repairing;
 - e. Servicing;
 - f. Washing

- g. Delivering;
- h. Storing; or
- i. Parking;

vehicles designed for use mainly on public highways. This Exclusion (A.6.) does not apply to the **ownership**, maintenance or use of **your covered auto** by:

- a. **You**;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of **you** or any **family member**.
7. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (A.7.) does not apply to a **family member** using **your covered auto** which is **owned** by **you**.
8. For **bodily injury** or **property damage** for which that **insured**:
- a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
9. For **bodily injury** or **property damage** that results from:
- a. Nuclear:
 - (1) Exposure;
 - (2) Radiation; or
 - (3) Contamination; or
 - b. Any intentional discharge, dispersal or release of:
 - (1) Radioactive;
 - (2) Nuclear;
 - (3) Pathogenic;
 - (4) Poisonous;
 - (5) Biological;
 - (6) Chemical; or
 - (7) Hazardous;
- material for any purpose other than its safe and useful purpose.

10. For **bodily injury** or **property damage** resulting from the operation of a vehicle as an employee of the United States government and acting within the scope of that employment. This exclusion applies when the provisions of the Federal Tort Claims Act apply.

11. For **bodily injury** to **you** or any **family member**.

B. We do not provide Liability Coverage for, nor have a duty to defend, any insured for a **loss arising from the **ownership**, maintenance or use of:**

- 1. Any vehicle that:
 - a. Has less than four wheels; or
 - b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an **insured** in a medical emergency; or
 - b. To any **trailer**.
2. Any vehicle, other than **your covered auto**, that is:
- a. **Owned** by **you**; or
 - b. Furnished or available for **your** regular use.
3. Any vehicle, other than **your covered auto**, that is:
- a. **Owned** by any **family member**; or

- b. Furnished or available for the regular use of any **family member**.

This Exclusion (B.3.) does not apply to **you** while **you** are maintaining or **occupying** a vehicle that is:

- a. **Owned** by a **family member**, or
 - b. Furnished or available for the regular use of a **family member**.
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
- a. Competing in;
 - b. Practicing for; or
 - c. Preparing for;
- a prearranged or organized racing or speed contest.
5. **Your covered auto** while leased or rented to others.

LIABILITY COVERAGE LIMIT(S) OF LIABILITY

A. Each Person/Each Accident Limits of Liability

If the limit of liability for Bodily Injury Liability Coverage shown on **your Declarations Page** for a vehicle consists of one limit for each person and another limit for each **accident**, the limit of liability shown for each person is the maximum **we** will pay for all damages arising out of **bodily injury** sustained by any one person in any one **accident**. The each person limit includes all claims or lawsuits of others permitted by law that are derived from the **bodily injury** of the injured person. This includes, but is not limited to, claims or lawsuits for emotional distress or mental anguish as a result of observing another person sustain **bodily injury**. It also includes:

- 1. Loss of society;
- 2. Loss of companionship;
- 3. Loss of services;
- 4. Loss of consortium; and
- 5. Wrongful death.

Subject to this limit of liability for each person, the limit of liability shown on **your Declarations Page** for each **accident** for Bodily Injury Liability Coverage is the maximum **we** will pay for all damages for **bodily injury** resulting from any one **accident**.

The limit of liability shown on **your Declarations Page** for each **accident** for Property Damage Liability is the maximum limit of liability **we** will pay for all **property damage** resulting from any one **accident**.

The limits of liability for Bodily Injury and Property Damage are the most **we** will pay regardless of the number of:

- 1. **Insureds**;
- 2. Heirs;
- 3. Survivors;
- 4. Claimants;
- 5. Claims;
- 6. Claims made;
- 7. Lawsuits filed;
- 8. Vehicles or premiums shown on the **Declarations Page**; or
- 9. Vehicles, including any attached **trailers**, involved in the auto **accident**.

B. Combined Single Limit of Liability

If the limit of liability for Liability Coverage shown on **your Declarations Page** for a vehicle is a Combined Single Limit (CSL), that limit is the most **we** will pay for all damages resulting from any one **accident**. The Combined Single Limit includes all claims of others permitted by law that are derived from the **bodily injury** of an injured person, including, but not limited to, emotional distress or mental anguish as a result of observing another person sustain **bodily injury**. It also includes:

- 1. Loss of society;
- 2. Loss of companionship;
- 3. Loss of services;
- 4. Loss of consortium; and
- 5. Wrongful death.

The Combined Single Limit is the most **we** will pay regardless of the number of:

1. **Insureds**;
2. Heirs;
3. Survivors;
4. Claimants;
5. Claims;
6. Claims made;
7. Lawsuits filed;
8. Vehicles or premiums shown on **your Declarations Page**; or
9. Vehicles, including any attached **trailers**, involved in the auto **accident**.

C. If **bodily injury** or **property damage** that is not otherwise excluded results from:

1. Racing;
2. Drag racing;
3. Speed or demolition contests;
4. Stunting activities; or
5. The practice or preparation for such contests or activities;

then the limit of liability for such coverage shall be limited to the minimum statutory limits notwithstanding the limits for **bodily injury** and **property damage** liability coverage shown on the **Declarations Page**.

D. No one will be entitled to receive duplicate payments from this policy or from any source for the same elements of:

1. **Bodily injury**;
2. **Property damage**; or
3. **Loss**.

OUT OF STATE COVERAGE

If an auto **accident** covered under this policy occurs in any state or province other than the one in which **your covered auto** is principally garaged, **we** will interpret **your** policy for that **accident** as follows:

If the state or province has:

- A. A financial responsibility or similar law requiring a nonresident to maintain limits of liability for **bodily injury** or **property damage** higher than the limit(s) shown on the **Declarations Page**, **your** policy will provide the higher required limit(s).
- B. A mandatory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in the state or province, **your** policy will provide the greater of:
 1. The required minimum limits and types of coverage; or
 2. The limits of liability provided under **your** policy.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy were not certified as proof of financial responsibility. Coverage is provided in accordance with, and subject to, the Motor Vehicle Safety Responsibility Act, Title 27, Chapter 19.

OTHER INSURANCE

If there is other applicable liability insurance or bond, **we** will pay only **our** share of the **loss**. **Our** share of the **loss** is the proportion that **our** Liability Coverage limit of liability bears to the total of all applicable limits. Any insurance **we** provide for a vehicle that is not **your covered auto** shall be excess over any other collectible insurance or bond.

Any Liability Coverage **we** provide for a **loaner vehicle** will be primary over any applicable Liability Coverage provided by a policy issued to the **owner** of the **loaner vehicle** for liability arising out of **your** use of the **loaner vehicle**.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under **Part A**, or his or her personal representative, shall be subrogated to the right of the named insured shown on **your Declarations Page** for payment under **Part A**. If a judgment against an **insured** remains unsatisfied after 30 days from the date notice of entry of judgment was served on either the **insured**, the attorney for the **insured**, or **us**, the injured person, or his or her personal

representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART B –PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENTS

A. MEDICAL AND HOSPITAL BENEFITS

1. Subject to the Medical And Hospital Benefits Coverage limit of liability stated on **your Declarations Page**, if **you** pay the premium for Medical And Hospital Benefits Coverage, **we** will pay the reasonable and necessary:
 - a. Medical;
 - b. Hospital;
 - c. Nursing;
 - d. Dental;
 - e. Surgical;
 - f. Ambulance;
 - g. Prosthetic; and
 - h. Funeral expenses;incurred because of **bodily injury**:
 - a. Caused by an **accident** in the **policy territory** arising out of the:
 - (1) **Ownership**;
 - (2) Maintenance; or
 - (3) Use;of a motor vehicle; and
 - b. Sustained by an **insured**.
2. **We** will pay only those expenses incurred for services rendered within two years from the date of the **accident**.
3. Medical And Hospital Benefits includes payments for nonmedical remedial care and treatment rendered in accord with a recognized religious method of healing.
4. Payment for hospital room charges shall be limited to the amount charged for semi-private accommodations unless more intensive care is required.
5. **We** have the right to review the medical expenses to determine if they are reasonable and necessary for diagnosis and treatment of the **bodily injury**. **We** may use independent sources of information selected by **us** to determine if any medical expense is reasonable and necessary. These sources may include, but are not limited to:
 - a. Physical exams by doctors **we** select. **We** will pay for these exams;
 - b. Review of medical files;
 - c. Computer databases; or
 - d. Published sources of medical expense information.
6. **We** may refuse to pay for any medical expense that is unreasonable because the fee for the service is greater than the fee which is usual and customary for the geographic location in which the service is rendered. **We** may also refuse to pay for any medical expense because the service rendered is unnecessary for the treatment of the **bodily injury** sustained.
7. If **we** refuse to pay for any medical expense because the fee is unreasonable or the service is unnecessary and the **insured** is sued for payment of this expense, **we** will defend the **insured** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the **insured** up to **our** limit of liability. The **insured** must cooperate with **us** in the defense of the lawsuit and attend hearings or trials at **our** request. **We** will pay the **insured** up to \$200 per day for lost wages or salary due to attendance at a hearing or trial. **We** will also pay other reasonable expenses the **insured** incurs at **our** request as a result of a lawsuit.

B. INCOME DISABILITY BENEFITS

1. Subject to the Income Disability Benefits limit of liability stated on **your Declarations Page**, if **you** pay the premium for Income Disability Benefits, **we** will pay **income disability benefits** for **loss** incurred because of **bodily injury** other than death:

- a. Caused by an **accident** arising out of the:
 - (1) **Ownership**;
 - (2) Maintenance; or
 - (3) Use of a motor vehicle; and
 - b. Sustained by an **insured**.
2. No payment for **income disability benefits** will be paid for any period following the death of the **insured**.

C. ACCIDENTAL DEATH BENEFITS

- 1. Subject to the Accidental Death Benefits limit of liability, if **you** pay the premium for Accidental Death Benefits, **we** will pay Accidental Death Benefits if an **insured** dies within one year of the date of an **accident** because of **bodily injury**:
 - a. Caused by the **accident**; and
 - b. Arising out of the:
 - (1) **Ownership**;
 - (2) Maintenance; or
 - (3) Use of a motor vehicle.

ADDITIONAL DEFINITIONS FOR PART B – PERSONAL INJURY PROTECTION

The terms below, when shown in **boldface italics** type in **Part B**, are defined as follows:

A. *Income disability benefits* means loss of income from work the **insured** would have earned, during the period beginning eight days from the date of the **accident** and not exceeding 52 weeks, had the **insured** not sustained **bodily injury**. If the **insured** did not earn income from work at the time of the **accident**, **income disability benefits** means expenses reasonably incurred, during the period beginning eight days from the date of the **accident** and not exceeding 52 weeks, to obtain essential services in lieu of those the **insured** would have performed, without income, for the benefit of the **insured** or his or her family, had the **insured** not sustained **bodily injury**.

B. *Insured* means:

- 1. **You** or any **family member** who sustains **bodily injury**:
 - a. While **occupying** a motor vehicle; or
 - b. When struck by a motor vehicle while:
 - (1) A pedestrian;
 - (2) A bicyclist;
 - (3) A motorcyclist; or
 - (4) Riding:
 - (a) On an animal; or
 - (b) In a horse-drawn wagon or cart.
- 2. Any other person who sustains **bodily injury**:
 - a. While **occupying**:
 - (1) **Your covered auto**; or
 - (2) Another motor vehicle being operated or used by **you** or a **family member**, or
 - b. When struck by:
 - (1) **Your covered auto**; or
 - (2) Another motor vehicle being operated or used by **you** or a **family member**, while such person is:
 - (1) A pedestrian;
 - (2) A bicyclist;
 - (3) A motorcyclist; or
 - (4) Riding:
 - (a) On an animal; or

(b) In a horse-drawn wagon or cart;

C. **Non-owned auto** means any **auto** that is not **owned** by **you** or a **family member**.

D. **Trailer** means a non-motorized attachment, including a farm wagon or farm implement, designed to be towed on public roads by an **auto** provided the **trailer** is not used:

1. For commercial or **business** purposes;
2. As a primary residence;
3. As an:
 - a. Office;
 - b. Store; or
 - c. For commercial display purposes; or
4. To transport passengers.

ADDITIONAL DUTIES FOR PART B – PERSONAL INJURY PROTECTION

A person seeking Personal Injury Protection Coverage must:

A. Give **us** written proof of claim under oath, if required. This proof of claim must include:

1. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
2. Any other information which may assist **us** in determining the amount due and payable.

B. At **our** request, furnish **us** with a sworn statement of earnings for the **insured** since the date of the **accident** and for a reasonable time before the **accident**.

C. Promptly send **us** copies of:

1. The summons and complaint; or
2. Other notices or legal papers;

served in connection with any legal action taken to recover damages for **bodily injury** against the person or organization who is or may be legally liable.

EXCLUSIONS THAT APPLY TO PART B – PERSONAL INJURY PROTECTION

If an exclusion below applies, coverage will not be provided under **Part B** of this policy.

A. **We** do not provide Personal Injury Protection for any **insured** for **bodily injury**:

1. Sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee or any compensation or while it is available for public hire. This exclusion (**A.1.**) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as:

- a. Food;
- b. Newspapers; or
- c. Flowers.

It does not apply to a share-the-expense car pool.

2. Sustained while **occupying** any vehicle or **trailer** being used as a residence or premises.
3. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
4. Caused by or as a consequence of:
 - a. Nuclear reaction or radioactive contamination; or
 - b. Discharge of a nuclear weapon (even if accidental).
5. For which insurance is available under a nuclear energy liability insurance contract.
6. That results from:
 - a. Nuclear:
 - (1) Radiation;
 - (2) Exposure; or
 - (3) Contamination;
 - b. Bio-chemical attack; or
 - c. Exposure to bio-chemical agents.
7. That is self-inflicted by the **insured** or inflicted on an **insured** at the request of that **insured**.

8. To the extent benefits are paid or payable under any worker's compensation, disability benefits or similar law. This exclusion does not apply to Accidental Death Benefits Coverage.
9. Arising out of an **accident** involving a motor vehicle while being used by a person while employed or engaged in the **business** of:
 - a. Selling;
 - b. Leasing;
 - c. Repairing;
 - d. Parking;
 - e. Storing;
 - f. Servicing;
 - g. Delivering; or
 - h. Testing;vehicles.

This Exclusion **(A.9.)** does not apply to **you**, a **family member**, or an agent or employee of **you** or a **family member**, when using **your covered auto**.

B. We do not provide Personal Injury Protection for **bodily injury**:

1. Sustained by an **insured**, other than **you** or a **family member**, while **occupying** any vehicle, other than **your covered auto** or another motor vehicle being operated or used by **you** or a **family member**.
2. Sustained by any person while **occupying** a covered **auto** or **trailer** without the express or implied permission of **you** or a **family member**. This Exclusion **(B.2.)** does not apply to a **family member** using **your covered auto** that is **owned** by **you**.
3. Sustained by **you** or a **family member** while **occupying** a **non-owned auto** without the express or implied permission of the **owner**.
4. Sustained by any person, other than **you** or a **family member**, who is a named insured or additional insured under any other valid and collectible automobile insurance policy providing the minimum personal injury protection coverages required by Arkansas law.
5. Sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official.

PERSONAL INJURY PROTECTION LIMIT OF LIABILITY

- A. The limit of liability for this coverage shown on **your Declarations Page** for a vehicle is the maximum **we** will pay for each person injured in any one auto **accident**. This is the most **we** will pay regardless of the number of:
 1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown on **your Declarations Page**; or
 4. Vehicles, including any attached **trailers**, involved in the auto **accident**.
- B. No one will be entitled to receive duplicate payments for the same elements of **loss** under **Part B** of this policy and:
 1. **Part A**; or
 2. **Part C**;of this policy.
- C. If coverage applies, the most **we** will pay for Medical And Hospital Benefits and Accidental Death Benefits are the limits of liability shown on **your Declarations Page**.
- D. **Our** Limit of Liability for Income Disability Benefits is as follows:
 1. If the **insured** earned income from work at the time of the **accident**, **we** will pay no more than 70% of loss of gross income per week, not to exceed \$140 per week; and
 2. If the **insured** did not earn income from work at the time of the **accident**, **we** will pay no more than \$70 per week, or a pro rata amount for a shorter period.
- E. **Our** Limit of Liability for Accidental Death Benefits is \$5,000.

OTHER INSURANCE

- A. With respect to **bodily injury** sustained by a **family member**, any Medical And Hospital Benefits or Income Disability Benefits afforded by this **Part B** shall be excess over any other similar coverage provided by a motor vehicle insurance policy under which the **family member** is a named insured.

- B. If **you** or a **family member** are insured under any other motor vehicle insurance policy providing coverage for **income disability benefits, accidental death benefits**, or similar coverage, the most that **you** or a **family member** may recover for these **benefits** shall not exceed the amount payable under the policy providing the highest limits of liability.
- C. No coverage will be provided under this **Part B** for any person, other than **you** or a **family member**, who is a named insured or additional insured under any other valid and collectible motor vehicle insurance policy providing the minimum personal injury protection coverages required by law.
- D. Subject to **A, B, and C** above, if there is other applicable personal injury protection insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any insurance **we** provided that arises from the use of a **loaner vehicle** by **you** will be primary over any applicable insurance provided by a policy issued to the **owner** of the **loaner vehicle** for personal injury protection insurance.
- E. No one shall be entitled to recover duplicate payments for **income disability benefits** or medical and hospital benefits under this or any other motor vehicle insurance policy.

PART C – UNINSURED / UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENTS

- A. Subject to the Uninsured Motorists Bodily Injury Coverage limit of liability stated on **your Declarations Page**, if **you** pay the premium for Uninsured Motorists Bodily Injury Coverage, **we** will pay compensatory damages that an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury** if:
 - 1. Sustained by an **insured**; and
 - 2. Caused by an auto **accident** with an **uninsured motor vehicle**.
- B. Subject to the Underinsured Motorists Bodily Injury Coverage limit of liability stated on **your Declarations Page**, if **you** pay the premium for Underinsured Motorists Bodily Injury Coverage, **we** will pay compensatory damages that an **insured** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** because of **bodily injury** if:
 - 1. Sustained by an **insured**; and
 - 2. Caused by an auto **accident** with an **underinsured motor vehicle**.
- C. Subject to the Uninsured Motorists Property Damage Coverage limit of liability stated on **your Declarations Page**, if **you** pay the premium for Uninsured Motorists Property Damage Coverage, **we** will pay compensatory damages that an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **property damage** to **your covered auto** if:
 - 1. Caused by an auto **accident** with an **uninsured motor vehicle**; and
 - 2. **Your Declarations Page** shows **you** have purchased Uninsured Motorist Property Damage Coverage for that **auto**.
- D. Any judgment for damages arising out of a lawsuit brought without **our** written consent is not binding on **us**.
- E. **We** will pay under this **Part C** only after the limits of liability under all applicable liability bonds and policies have been exhausted by payment of judgments or settlements.

ADDITIONAL DEFINITIONS FOR PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

The terms below, when shown in **boldface italics** type in **Part C**, are defined as follows:

- A. **Insured** means:
 - 1. **You** or any **family member**;
 - 2. Any other person **occupying your covered auto**;
 - 3. Any person entitled to recover damages for **bodily injury** covered under **Part C** of this policy sustained by a person meeting the definition of insured in **A.1.** or **2.** above.
- B. **Property damage** means physical damage to, or destruction or loss of use of, **your covered auto**.
- C. **Underinsured motor vehicle** means a land motor vehicle for which one or more **bodily injury** liability bonds or policies apply at the time of the **accident** with limits that equal or exceed the minimum limits required by the financial responsibility law, but all limits available under any bonds or policies for **bodily injury** liability coverage are less than the amount of the damages sustained by the **insured**.
Underinsured motor vehicle does not include any vehicle or **trailer**.
 - 1. That is:
 - a. **Owned** by;

- b. Furnished to; or
- c. Available for the regular use of;
you or any **family member**.

- 2. That is **owned** by any governmental unit or agency.
- 3. That is operated on rails or crawler treads.
- 4. That is not required to be registered as a motor vehicle.
- 5. While located for use or being used as a residence or premises.
- 6. That is designed mainly for use off public roads while not on public roads.
- 7. That is **owned** or operated by a person qualifying as a self-insured under any applicable motor vehicle law.
- 8. For which there is a policy or bond providing **bodily injury** liability coverage or protection at the time of the **accident** but the insurance or bonding company:
 - a. Legally denies coverage; or
 - b. Is or becomes insolvent.
- 9. That is an **uninsured motor vehicle**.

D. Uninsured motor vehicle means a land motor vehicle:

- 1. For which there is no policy or bond providing liability coverage at the time of the **accident**.
- 2. For which a liability policy or bond applies at the time of the **accident** but its limit for **bodily injury** liability is less than the minimum limit required by the financial responsibility law of the state in which **your covered auto** is principally garaged.
- 3. For which a liability policy or bond applies at the time of the **accident** but the insurance or bonding company:
 - a. Legally denies coverage; or
 - b. Is insolvent or becomes insolvent within one year of the date of the **accident**.
- 4. That is a hit-and-run vehicle whose operator or **owner** cannot be identified and that hits:
 - a. **You** or a **family member**;
 - b. A vehicle that **you** or a **family member** are **occupying**; or
 - c. **Your covered auto**.

Uninsured motor vehicle does not include any land motor vehicle, **trailer**, or equipment of any type:

- 1. That is:
 - (a) **Owned** by;
 - (b) Furnished to; or
 - (c) Available for the regular use of;
you or any **family member**.
- 2. That is **owned** or operated by a self-insured under any motor vehicle law, except a self-insured who is or becomes insolvent.
- 3. That is operated on rails or crawler treads.
- 4. That is not required to be registered as a motor vehicle.
- 5. While located for use or being used as a residence or premises.
- 6. That is designed mainly for use off public roads while not on public roads.
- 7. That is an **underinsured motor vehicle**.

ADDITIONAL DUTIES FOR PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

A person seeking Uninsured/Underinsured Motorists Coverage must also:

- A.** Notify the police within 24 hours or as soon as practical after the **accident** if a hit-and-run driver is involved, and **you** must report the **accident** to **us** within 30 days of the **accident**;
- B.** Send **us** copies of the legal papers if a lawsuit is commenced;
- C.** Notify **us** in writing by certified mail, return receipt requested, of an offer of settlement between the **insured** and the insurer of the **underinsured motor vehicle**; and
- D.** Allow **us** 30 days after notice of an offer of settlement to advance payment to that **insured** in an amount equal to the offer in order to preserve all rights against the:

1. Insurer;
2. **Owner**; and
3. Operator;

of such **underinsured motor vehicle**. This notice requirement shall not apply when **we** are making that offer of settlement as insurer of the **owner** or operator of the **underinsured motor vehicle**. The notice shall include:

1. Written documentation of economic losses incurred, including copies of all medical bills;
2. Written authorization or a court order allowing **us** to obtain medical reports from all employers and medical providers; and
3. Written confirmation from the **owner** or operator's liability insurer as to the amount of the liability limits and the terms of the settlement agreement. The agreement shall not include any sum representing **punitive or exemplary damages**.

Within 30 days of **our** receipt of written notice of the tentative settlement agreement, **we** may pay the sum offered in settlement to the **insured**. If **we** do this, **we** are entitled to subrogate, to the extent of **our** payment, the right of recovery the **insured** has against the **owner** or operator of the **underinsured motor vehicle**. The **insured** must assign to **us** all rights to any amount subsequently paid from all applicable liability bonds and policies.

EXCLUSIONS THAT APPLY TO PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

If an exclusion below applies, coverage will not be provided under **Part C** of this policy.

- A. **We** do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** or **property damage** sustained:
 1. By an **insured** while **occupying**, or when struck by, any motor vehicle **owned** by that **insured** if that vehicle is not insured for coverage under **Part C**. This includes a **trailer** of any type used with that vehicle.
 2. By any **family member** while **occupying**, or when struck by, any motor vehicle **you own** that is insured for Uninsured/Underinsured Motorists Coverage on a primary basis under any other policy.
- B. **We** do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** or **property damage** sustained by any **insured**:
 1. If that **insured** or the legal representative of that **insured** settles the claim without **our** consent.
 2. While **occupying your covered auto** when it is being used to carry persons or property for a fee or any compensation, or while it is available for public hire. This exclusion (**B.2.**) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as:
 - a. Food;
 - b. Newspapers; or
 - c. Flowers.
 It does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This exclusion (**B.3.**) does not apply to a **family member** using **your covered auto** that is **owned** by **you**.
- C. This coverage shall not apply directly or indirectly to benefit:
 1. Any insurer or self-insured under any of the following or similar laws:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- D. **We** do not provide Uninsured/Underinsured Motorists Coverage for **punitive or exemplary damages**.
- E. **We** do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** or **property damage** that results from:
 1. Nuclear:
 - a. Radiation;
 - b. Exposure; or
 - c. Contamination;
 2. Bio-chemical attack; or
 3. Exposure to bio-chemical agents.

F. Coverage under this **Part C** is not provided for **property damage**:

1. Sustained while employed or otherwise engaged in the **business** of:

- a. Selling;
- b. Leasing;
- c. Testing;
- d. Repairing;
- e. Servicing;
- f. Washing
- g. Delivering;
- h. Storing; or
- i. Parking;

vehicles designed for use mainly on public highways. This Exclusion does not apply to the **ownership**, maintenance or use of **your covered auto** by:

- a. **You**;
- b. Any **family member**; or
- c. Any partner, agent or employee of **you** or any **family member**.

2. That results from:

- a. Competing in; or
- b. Practicing or preparing for;

a prearranged or organized racing or speed contest inside a facility designed for racing.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE - LIMIT(S) OF LIABILITY

A. Each Person/Each Accident Limits of Liability

If the limit of liability for Uninsured Motorists Coverage or Underinsured Motorists Coverage shown on **your Declarations Page** for a vehicle consists of one limit for each person for **bodily injury** and another limit for each **accident** for **bodily injury**, the limit of liability shown for each person is the maximum **we** will pay for all damages arising out of **bodily injury** sustained by any one person in any one auto **accident**. The each person limit includes all claims or lawsuits of others derived from the **bodily injury** of the **insured**. This includes, but is not limited to, claims or lawsuits for emotional distress or mental anguish as a result of observing another sustain **bodily injury**. It also includes:

1. Loss of society;
2. Loss of companionship;
3. Loss of services;
4. Loss of consortium; and
5. Wrongful death.

Subject to this limit of liability for each person, the limit of liability shown on **your Declarations Page** for each **accident** for Uninsured Motorists Coverage or Underinsured Motorists Coverage is the maximum **we** will pay for all damages resulting from any one auto **accident**.

These limits of liability are the most **we** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Lawsuits filed;
4. Vehicles or premiums shown on **your Declarations Page**; or
5. Vehicles, including any attached **trailers**, involved in the auto **accident**.

Any limit of liability shown on **your Declarations Page** for Uninsured Motorists Property Damage Coverage is the maximum **we** will pay for all damages for **property damage** resulting from any one auto **accident**.

B. Combined Single Limit Of Liability

If the limit of liability for Uninsured/Underinsured Motorists Coverage shown on **your Declarations Page** is a Combined Single Limit (CSL), that limit is the most **we** will pay for all damages arising out of any one auto **accident**. The Combined Single Limit includes all claims of others derived from the **bodily injury** of an injured person, including, but not limited to, emotional distress or mental anguish as a result of observing another sustain **bodily injury**. It also includes:

1. Loss of society;
2. Loss of companionship;
3. Loss of services;
4. Loss of consortium; and
5. Wrongful death.

This limit is the most **we** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Lawsuits filed;
4. Vehicles or premiums shown on **your Declarations Page**; or
5. Vehicles, including any attached **trailers**, involved in the auto **accident**.

C. Any limit of liability shown on **your Declarations Page** for Uninsured Motorists Property Damage Coverage is the maximum **we** will pay for all damages for **property damage** resulting from any one auto **accident**. **We** will pay the lowest of:

1. The actual cash value of the **property damage** at the time of the **accident**, reduced by a \$200 deductible, and by its salvage value if **you** or the **owner** retain the salvage;
2. The amount necessary to replace the damaged property, reduced by a \$200 deductible, shown on **your Declarations Page** and by its salvage value if **you** or the **owner** retain the salvage;
3. The amount necessary to repair the **property damage**, reduced by a \$200 deductible; and
4. Any limit of liability shown on **your Declarations Page** for **property damage** under this **Part C**, reduced by the salvage value if **you** or the **owner** retain the salvage.

D. Payments for **property damage** under this **Part C** are subject to the following provisions:

1. Any amount payable under this **Part C** for **property damage** shall be subject to a \$200 deductible.
2. No more than one deductible shall be applied to any one **accident**.
3. The deductible under this **Part C** shall not apply if:
 - a. The operator of the **uninsured motor vehicle** has been positively identified and is solely at fault; and
 - b. The damaged property is **your covered auto** and Collision Coverage applies to that **auto** under **Part D**.
4. An adjustment for depreciation and physical condition, including betterment, will be made in determining the Limit of Liability at the time of the **accident**.
5. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life and the increase in value from the repair of prior damage.
6. IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

E. No one will be entitled to receive duplicate payments for the same elements of **loss** under **Part C** and:

1. **Part A**; or
 2. **Part B**;
- of this policy.

F. **We** will not make a duplicate payment under **Part C** of this policy for any element of **loss** for which payment has been made by or on behalf of persons or organizations who may be legally responsible for the **loss**.

G. **We** will not pay for any element of **loss** if a person is entitled to receive payment for the same element of **loss** under any of the following or similar laws:

1. Workers' compensation law; or
2. Disability benefits law.

OTHER INSURANCE

If there is other applicable Uninsured Motorists Coverage or Underinsured Motorists Coverage insurance, or similar insurance, available under one or more policies, **we** will pay only **our** share of the **loss**. **Our** share of the **loss** is the proportion that **our** limit of coverage under this **Part C** bears to the total of all applicable limits on either a primary or excess basis, whichever is applicable. However:

- A. The total recovery under all such policies or coverage may not exceed the highest applicable limit for any one vehicle under such insurance providing coverage on either a primary or excess basis.
- B. Any insurance **we** provide with respect to a vehicle that is not **your covered auto** or a **loaner vehicle** shall be excess over any collectible insurance providing such coverage on a primary basis.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

COLLISION COVERAGE INSURING AGREEMENT

- A. Subject to the limits of liability provisions contained in **Part D** of this policy, if **you** pay the premium for Collision Coverage, **we** will pay for direct and **accidental loss** to:
 - 1. **Your covered auto** for which Collision Coverage has been purchased, as stated on **your Declarations Page**;
 - 2. A **non-owned auto**;
 - 3. A **trailer**; or
 - 4. A **loaner vehicle**.if it overturns or is in a **collision** with another object. If **loss** to more than one **auto** to which coverage under this **Part D** applies results from the same **collision**, only the highest applicable deductible will apply.
- B. If there is a **loss** to a **non-owned auto**, **we** will provide the broadest Collision Coverage applicable to any of **your covered autos** shown on **your Declarations Page**.

COMPREHENSIVE COVERAGE INSURING AGREEMENT

- A. Subject to the limits of liability provisions contained in **Part D** of this policy, if **you** pay the premium for Comprehensive Coverage, **we** will pay for **loss** to:
 - 1. **Your covered auto** for which Comprehensive Coverage has been purchased, as stated on **your Declarations Page**;
 - 2. A **non-owned auto**;
 - 3. A **trailer**; or
 - 4. A **loaner vehicle**.
- B. Comprehensive Coverage applies to a **loss** caused by any of the following:
 - 1. Missiles;
 - 2. Falling objects;
 - 3. Fire;
 - 4. Theft;
 - 5. Larceny;
 - 6. Explosion;
 - 7. Earthquake;
 - 8. Windstorm;
 - 9. Hail;
 - 10. Water;
 - 11. Flood;
 - 12. Malicious mischief;
 - 13. Vandalism;
 - 14. Riot;
 - 15. Civil commotion;
 - 16. Contact with bird or animal; or
 - 17. Breakage of glass.

If breakage of glass is caused by a **collision**, **you** may elect to have it considered a **loss** caused by **collision**.

- C. If there is a **loss** to a **non-owned auto**, **we** will provide the broadest Comprehensive Coverage applicable to **your covered auto** shown on **your Declarations Page**.

TRANSPORTATION EXPENSE COVERAGE

- A. If **you** pay the premium for Comprehensive Coverage under this policy, **we** will repay **you** up to the greater of:
1. Fifteen dollars each day for up to 30 days, to a maximum of \$450; or
 2. Any higher limit of liability purchased by **you** as Increased Transportation Expense Coverage shown on **your Declarations Page**;
- for:
1. Transportation expenses incurred by **you** if **your covered auto** to which Comprehensive Coverage applies is stolen; or
 2. Loss of use damages **you** are legally liable to pay if a **non-owned auto** is stolen.
- B. Coverage for transportation expenses and loss of use damages begins 48 hours after **you** report the theft to **us** and ends the earliest of:
1. When **your covered auto** or **non-owned auto** has been recovered and returned to **you** or its **owner**;
 2. When **your covered auto** or **non-owned auto** has been recovered and repaired;
 3. When **your covered auto** or **non-owned auto** has been replaced; or
 4. 72 hours after **we** make an offer to pay the applicable limit of liability under this **Part D** if **your covered auto** or **non-owned auto** is deemed by **us** to be a total loss or unrecoverable.
- Our** payment will be limited to the period of time reasonably required to repair or replace **your covered auto**.
- C. In order to receive reimbursement for **your** transportation expenses, **you** must provide **us** with written proof of **your** transportation expenses and loss of use damages.
- D. If transportation costs are payable under both Transportation Expense Coverage and Increased Transportation Expense Coverage, **we** will pay only under the one coverage in which **you** collect the most.

INCREASED TRANSPORTATION EXPENSE COVERAGE

- A. Subject to the limits of liability stated on **your Declarations Page**, if **you** pay the premium for Increased Transportation Expense Coverage, **we** will reimburse rental charges incurred when **you** rent an **auto** from a rental agency or garage due to a **loss** to **your covered auto** for which:
1. Increased Transportation Expense Coverage has been purchased; and
 2. Collision Coverage and Comprehensive Coverage applies.
- B. **Our** liability is limited to the amount incurred up to the daily amount and the number of days shown on **your Declarations Page**.
- C. Rental charges will be reimbursed beginning:
1. When **your covered auto** cannot be driven due to a **loss**; or
 2. If **your covered auto** can be driven, when **you** deliver **your covered auto** to a vehicle repair shop for repairs due to the **loss**.
- D. Rental charge reimbursement will end at the earliest of the following:
1. When **your covered auto** has been returned to **you**;
 2. When **your covered auto** has been repaired or after a reasonable period of time in which **your covered auto** could have been repaired;
 3. When **your covered auto** has been replaced; or
 4. If **your covered auto** is deemed by **us** to be a total loss, 72 hours after **we** make an offer to pay the applicable limit of liability under this **Part D**.
- E. In order to receive reimbursement under Increased Transportation Expense Coverage, **you** must provide **us** with written proof of **your** transportation expenses and loss of use damages.
- F. If rental charges are payable under both Increased Transportation Expense Coverage and Transportation Expense Coverage, **we** will pay only under the one coverage in which **you** collect the most.

ADDITIONAL EQUIPMENT COVERAGE

- A. Subject to the limits of liability stated below, if **you** pay the premium for Collision Coverage or Comprehensive Coverage, **we** will pay for **loss** to **your additional equipment** resulting from direct and accidental **loss** for which **you** have purchased coverage. All payments for **loss** to **additional equipment** shall be reduced by the applicable deductible, but only one deductible shall be applied to any one **loss** under this **Part D**. For **additional equipment** coverage in excess of the limit of liability, **you** may purchase Increased Additional Equipment Coverage as described below.
- B. The limit of liability for **loss** to **additional equipment** is the lowest of:
1. The actual cash value of such **additional equipment**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retain the salvage;
 2. The amount necessary to repair such **additional equipment**, reduced by the applicable deductible;
 3. The amount necessary to replace such **additional equipment**, reduced by the applicable deductible, and reduced by its salvage value if **you** or the **owner** retain the salvage; or
 4. The limit of:
 - a. \$1000 if **you** have not purchased Increased Additional Equipment Coverage; or
 - b. If **you** have purchased Increased Additional Equipment Coverage ("IAEC"), \$1,000 added to the amount of IAEC **you** purchased, but not to exceed the declared value of all **additional equipment** on **your covered auto**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retains the salvage.
- C. Coverage for **additional equipment** shall not cause **our** limit of liability for **loss** to an **auto** under this **Part D** to be increased to an amount in excess of:
1. The actual cash value of the **auto**, including its **additional equipment**; or
 2. Any applicable limits of liability or Stated Amount Vehicle Coverage elected by **you**.

TOWING AND LABOR COSTS COVERAGE

Subject to the Towing And Labor Costs Coverage limit of liability stated on **your Declarations Page** for that vehicle, if **you** pay the premium for Towing And Labor Costs Coverage, **we** will pay for towing and labor costs each time **your covered auto** or any **non-owned auto** is disabled. If a **non-owned auto** is disabled, **we** will provide the broadest towing and labor costs coverage applicable to **your covered auto** shown on **your Declarations Page**. **We** will only pay for labor performed at the place of disablement.

ADDITIONAL DEFINITIONS FOR PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The terms below, when shown in **boldface italics** type in **Part D**, are defined as follows:

A. *Additional equipment* means any:

1. Enhancement;
2. Equipment;
3. Devices;
4. Accessories; and
5. Changes;

to an **auto** that are permanently installed or attached and alter the appearance or performance of a vehicle and were not original manufacturer or factory installed.

Additional equipment includes any electronic equipment designed for the reproduction of sound or to transmit or receive:

1. Audio;
2. Visual; or
3. Data signals.

It includes, but is not limited to, the following items when they are not considered standard or optional equipment from the **auto** manufacturer:

1. Citizen band radios;
2. Telephones;
3. Two-way mobile radios;
4. Radios;
5. Stereos;
6. Tape decks;
7. Compact disc systems;

8. Navigation systems;
9. Internet access systems;
10. Personal computers;
11. Video entertainment systems;
12. Televisions; and
13. Scanners.

Additional equipment also includes, but is not limited to, the following custom furnishings or equipment when they are not considered standard or optional equipment from the **auto** manufacturer:

1. Custom paint;
2. Murals;
3. Decals;
4. Graphics;
5. Custom seats;
6. Custom wheels;
7. Custom tires;
8. Covers;
9. Camper body;
10. Height-extending roofs;
11. Winches;
12. Roll bars;
13. Running boards; and
14. Handicap equipment.

- B. Collision** means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object.
- C. Diminution in value** means the actual or perceived loss in market or resale value that results from a direct and **accidental loss**.
- D. Non-owned auto** means:
1. Any **auto** that is not **owned** by **you** or a **family member** and not furnished or available for the regular use of **you** or any **family member** while in the custody of or being operated by **you** or any **family member**, or
 2. Any **auto** or **trailer you** do not **own** while used as a temporary substitute for **your covered auto** that is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. **Loss**; or
 - e. Destruction.

A **non-owned auto** does not include a **loaner vehicle**.

ADDITIONAL DUTIES FOR PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking Coverage For Damage To Your Auto must also promptly:

- A.** Take reasonable steps after **loss** to protect **your covered auto** or any **non-owned auto** and its equipment from further **loss**. **We** will pay reasonable expenses incurred to do this.
- B.** Notify the police within 24 hours or as soon as practicable if **your covered auto** or any **non-owned auto** is stolen.
- C.** Permit **us** to inspect and appraise the damaged property before it is repaired or disposed of.

EXCLUSIONS THAT APPLY TO PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

If an exclusion below applies, coverage will not be provided under **Part D** of this policy.

We will not pay for:

A. **Loss** to **your covered auto** or any **non-owned auto** that occurs while it is being used to carry persons or property for a fee or any compensation or while it is available for public hire. This Exclusion (A.) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as:

1. Food;
2. Newspapers; or
3. Flowers.

It does not apply to a share-the-expense car pool.

B. Damage due and confined to:

1. Wear and tear;
2. Freezing;
3. Mechanical or electrical breakdown or failure; or
4. Road damage to tires.

This Exclusion (B.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.

C. **Loss** caused by or as a consequence of:

1. Nuclear reaction or radioactive contamination (whether controlled or uncontrolled);
2. Discharge of any nuclear weapon (even if accidental);
3. War (declared or undeclared);
4. Civil war;
5. Insurrection;
6. Rebellion; or
7. Revolution.

D. **Loss** resulting from:

1. Nuclear:
 - a. Radiation;
 - b. Exposure; or
 - c. Contamination;
2. Bio-chemical attack; or
3. Exposure to bio-chemical agents.

E. **Loss** for which insurance is available under a nuclear energy liability insurance contract.

F. **Loss** caused by mold that is not the result of a covered cause of **loss** under this policy.

G. Remedial costs associated with mold whether the mold is the result of a covered cause of loss or not, such as but not limited to, the cost of:

1. Testing for mold;
2. Containing mold; or
3. Fumigating mold;

in any vehicle.

H. **Loss** to any electronic equipment, devices, accessories, and any other personal effects that are not permanently installed in **your covered auto** or any **non-owned auto**. This includes but is not limited to:

1. Radios;
2. Stereos;
3. Tape decks;
4. Compact disc systems;
5. Audio cassette recorders;
6. Tapes;
7. Compact discs;
8. Cassettes;
9. VHS tapes;
10. DVDs, and other recording or recorded media;

11. Any equipment designed or used for the detection or location of radar or laser;
12. Citizen band radios;
13. Telephones;
14. Two-way mobile radios;
15. Televisions;
16. Personal computers;
17. Video entertainment systems;
18. Digital video device players; and
19. Navigation systems.

This Exclusion (H.) does not apply to:

1. Any electronic equipment that is necessary for the normal operation of the **auto** or the monitoring of the **auto's** operating systems;
2. A permanently installed telephone designed to be operated by use of the power from the **auto's** electrical system and any accessories used with the telephone;
3. Permanently installed equipment designed to be solely operated by use of the power from the **auto's** electrical system; and
4. Equipment removable from a housing unit that is permanently installed in the **auto**.

- I. **Loss** to **your covered auto**, any **non-owned auto**, or **trailer** due to destruction or confiscation by governmental or civil authorities.

This Exclusion (I.) does not apply to the interests of Lienholders in **your covered auto**.

- J. **Loss** to:

1. A **trailer**, camper body, or motor home, that is not shown on **your Declarations Page**; or
2. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:
 - a. Cooking;
 - b. Dining;
 - c. Plumbing;
 - d. Refrigeration facilities;
 - e. Awnings;
 - f. Cabanas; and
 - g. Any other facilities or equipment used with a **trailer**, camper body, or motor home.

This Exclusion (J.) does not apply to a:

1. **Trailer**, and its facilities or equipment, that **you** do not **own**; or
2. **Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, that **you**:
 - a. Acquire during the policy period; and
 - b. Ask **us** to insure within 30 days after **you** become the **owner**.

- K. **Loss** to any **non-owned auto** when used by **you** or any **family member** without a reasonable belief that **you** or that **family member** is entitled to do so.

- L. **Loss** to **your covered auto**, a **non-owned auto**, or **trailer** caused by an intentional act by **you**, a **family member**, or the **owner** of **your covered auto**, **non-owned auto**, or **trailer**. This exclusion does not apply to a **loss** to **your covered auto** to the extent of the legal interest of **you** or a **family member** who:

1. Sustains the **loss** as the result of family violence by:
 - a. **You**;
 - b. A **family member**;
 - c. A former spouse; or
 - d. Any person who resides in or has resided in **your** household;
2. Did not direct, participate in, or consent to the intentional act causing the **loss**; and
3. Filed a family violence complaint against the person who caused the violence resulting in the **loss**.

- M. **Loss** to any **additional equipment** in or upon any **auto** in excess of the applicable limits of liability.

This Exclusion (**M.**) does not apply to a cap, cover or bed liner in or upon **your covered auto** if it is a pickup truck.

N. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:

1. Selling;
2. Leasing;
3. Testing;
4. Repairing;
5. Servicing;
6. Washing;
7. Delivering;
8. Storing; or
9. Parking;

vehicles designed for use on public highways.

O. Loss to **your covered auto**, any **non-owned auto**, or **trailer** resulting from:

1. Racing;
2. Drag racing;
3. Speed or demolition contests;
4. Stunting activities; or
5. The practice or preparation for such contests or activities.

P. Loss to your covered auto, any **non-owned auto**, or **trailer** resulting from operation on a driving track in a facility designed for racing vehicles.

Q. Loss to, or loss of use of, a **non-owned auto** rented by:

1. **You**; or
2. Any **family member**;

if a rental vehicle company is precluded from recovering such **loss** or loss of use, from **you** or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.

R. Loss to **your covered auto** or **trailer** while it is leased to or rented to others.

S. Loss due to theft or conversion of **your covered auto**, a **non-owned auto**, or **trailer**:

1. By **you**, a **family member**, or any resident of **your** household;
2. Prior to its delivery to **you** or a **family member**; or
3. While in the care, custody, or control of anyone engaged in the **business** of selling the **auto** or **trailer**.

T. Loss to **your covered auto**, **non-owned auto**, or **trailer** due to **diminution in value**.

DAMAGE TO YOUR AUTO - LIMIT OF LIABILITY

A. Our limit of liability for **loss** to **your covered auto**, a **non-owned auto**, or **trailer** will be the lowest of:

1. The actual cash value of the stolen or damaged property reduced by the applicable deductible shown on **your Declarations Page** and by its salvage value if **you** or the **owner** retain the salvage;
2. The amount necessary to replace the property with other property of like kind and quality reduced by the applicable deductible shown on **your Declarations Page** and by its salvage value if **you** or the **owner** retain the salvage;
3. The amount necessary to repair the damaged property to its pre-**loss** condition, reduced by the applicable deductible shown on **your Declarations Page**; or
4. The applicable limit of liability or Stated Amount Auto Coverage elected by **you**, reduced by its salvage value if **you** or the **owner** retains the salvage.

The most **we** will pay for **loss** to any **non-owned auto** that is a **trailer** is \$1,500.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life and the increase in value from the repair of prior damage.

- D. Any amount paid or payable under **Part D** shall be reduced by any amount paid for the property damage to **your covered auto** under **Part C**.
- E. IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

PAYMENT OF LOSS

We may pay for **loss** in money, or **we** may repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to:

- A. **You**; or
- B. The address shown in this policy.

If **we** return stolen property, **we** will pay for any damage resulting from the theft. **We** may keep all or part of the property at an agreed or appraised value.

If **we** pay for **loss** in money, **our** payment will include, where required by law, the applicable sales tax for the damaged or stolen property. If the **loss** to **your covered auto** or **non-owned auto** is a total loss and **we** elect to either pay for the **loss** in money or offer a comparable replacement vehicle, **our** payment for **loss** will include all:

- A. Applicable taxes;
- B. License fees; and
- C. Other fees;

actually incurred incident to the transfer of evidence of **ownership** of a comparable replacement vehicle minus any applicable deductible shown in the **Declarations Page**.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any insurance **we** provide with respect to a **non-owned auto** or a **trailer**, other than a **trailer** shown on **your Declarations Page**, shall be excess over any other collectible source of recovery including, but not limited to:

- A. Any coverage provided by the **owner** of the **non-owned auto** or **trailer**;
- B. Any other applicable physical damage insurance; or
- C. Any other source of recovery applicable to the **loss**.

We will provide primary insurance for a **loaner vehicle**.

APPRAISAL

- A. If **we** cannot agree with **you** on the amount of **loss**, then upon voluntary mutual agreement of the parties, the disagreement will be submitted for a non-binding appraisal of the **loss**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. Neither **you** nor **we** waive any rights under this policy by agreeing to an appraisal.

LIENHOLDER

- A. **Loss** or damage under this policy shall be paid, as interests may appear, to **you** and the lienholder shown on **your Declarations Page**. Payment for **loss** may be made separately to each interested party. The lienholder's interest will not be protected where a fraudulent act or material omission, misrepresentation, intentional damage, conversion, secretion and/or embezzlement has been committed by or at the direction of **you**, any **family member**, or **your** representative.
- B. When **we** pay the lienholder **we** shall, to the extent of the payment, be subrogated to the lienholder's rights of recovery.

- C. In the event **your covered auto** is assessed as a total loss and is involuntarily or voluntarily repossessed by the lienholder after sustaining damage as outlined in this **Part D**, the deductible amount applicable to any **loss** adjusted and payable to the lienholder for its interest shall be \$250. The deductible amount otherwise applicable to **losses** payable to the insured shall be the deductible amount printed on **your Declarations Page**.
- D. **We** may make payment for a partial **loss** directly to the repair facility with **your** consent.

GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this policy. If execution of a judgment against an **insured** under **Part A** is returned unsatisfied because of the insolvency or bankruptcy of the **insured**, the person claiming payment for damages under **Part A** may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

CHANGES

- A. This policy, including **your Declarations Page** and any amendments thereto, the application, and any endorsements, contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.
- B. If there is a change in the information used by **us** to determine **your** policy premium, **we** may adjust **your** premium. Changes during the policy term or at renewal that may result in a premium increase or decrease include, but are not limited to, changes in or to:
1. The number or type of vehicles insured under **your** policy;
 2. The use classification of the vehicles insured under **your** policy;
 3. The operators using the vehicles insured under **your** policy (either additions or deletions);
 4. A **family member** obtaining a driver's license or operator's permit;
 5. **Your** address and/or the principal place where **you** garage any of the vehicles insured under **your** policy;
 6. The marital status of **you** or any operator;
 7. The coverage, coverage limits, or deductible amounts; and
 8. Qualification or eligibility for any premium discounts under the policy.
- C. If a change resulting from **A.** or **B.** above requires a premium adjustment, **we** will make the premium adjustment in accordance with **our** manual rules.
- D. If **we** make a change during the policy term that broadens any coverage without an additional premium charge, **you** will have the broadened coverage, provided that coverage is in effect when the change applies. The effective date of the change will be the date **we** implement the change in **your** state.

Any other change to the policy must be made by endorsement. Any change to **your** coverage will be made by using the rates, rules, and forms used by **us** in **your** state.

CONFORMITY WITH STATUTE

Any provision of this policy that conflicts with a statute of the state **you** listed on **your** application as **your** residence shall be changed to conform to such law.

MISREPRESENTATION OR FRAUD

To determine **your** eligibility for coverage under this policy and to determine **your** premium, **we** relied upon the statements and representations **you** provided to **us**. If **you** or any **insured** knowingly made any false statements or representations concerning a material fact or circumstance to **us** when applying for this policy or applying for any coverage under this policy, **we** may void this policy. In addition, **we** may void this policy if **you** or any **insured** concealed or misrepresented any material fact or circumstance, or engaged in any fraudulent conduct, when applying for this policy.

Following an **accident** or **loss**, **we** may still void this policy for:

- A. Fraud;
- B. Misrepresentation;
- C. Concealment; or
- D. Misstatement;

of a material fact or circumstance by **you** or any **insured** in applying for this policy or in connection with a claim under this policy. If **we** void this policy, this shall not affect coverage under **Part A** of this policy for an **accident** that occurs before **we** notify the named insured that the policy is void. No payment will be made to any person who:

- A. Concealed or misrepresented any material fact or circumstance; or
- B. Engaged in fraudulent conduct.

If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, no legal action for payment under **Part A** of this policy may be brought against **us** until:
 - 1. **We** agree in writing that the **insured** has an obligation to pay; or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring **us** into any action to determine the liability of an **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right and shall be entitled to recover the amount **we** paid, after the **insured** has been fully compensated for the damages sustained in the **accident**. That person shall do:

- 1. Whatever is necessary to enable **us** to exercise **our** rights; and
- 2. Nothing after **loss** to prejudice **our** rights.

Our rights in this Paragraph (A.) do not apply under **Part D** of this policy against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

- B. **Our** rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if **we**:

- 1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**, and
- 2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

- 1. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- 2. **We** also have a right to recover the advanced payment.

- C. **Our** rights do not apply under Paragraph A. above with respect to Underinsured Motorists Coverage, to the extent of any payment **we** have made to an **insured** under a policy of liability insurance issued by **us** to the **owner** or operator of an **underinsured motor vehicle**.

- D. If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

- 1. Hold in trust for **us** the proceeds of the recovery; and
- 2. Reimburse **us** to the extent of **our** payment. This shall not apply to payment by **us** under any Accidental Death Benefits provided under **Part B** of this policy.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to **accidents** and **losses** that occur:

- 1. During the policy period as shown on **your Declarations Page**; and
- 2. Within the policy territory.

- B. The policy territory is:

- 1. The United States of America, its territories or possessions; or
- 2. Canada.

This policy also applies to **loss** to, or **accidents** involving, **your covered auto** while being transported between their ports.

PROOF OF NOTICE

Proof of mailing of any notice shall be sufficient proof of notice.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown on **your Declarations Page** may cancel by:
 - a. Returning this policy to **us** or the named insured's agent;
 - b. Giving **us** or the named insured's agent advance written notice of the date cancellation is to take effect; or
 - c. Advanced notice to **us** by any other method **we** agree to accept.
2. **We** may cancel by mailing to the named insured shown on **your Declarations Page** at the last known address shown in **our** records:
 - a. At least 10 days notice if cancellation is for nonpayment of premium.
 - b. At least 20 days notice in all other cases.
3. During the first 59 days this policy is in effect, **we** may cancel for any reason.
4. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. If **your** driver's license or motor vehicle registration, or that of:
 - (1) Any driver who lives with **you**; or
 - (2) Any driver who customarily uses **your covered auto**;has been suspended or revoked during the policy period or the 180 days preceding the renewal date thereof. **We** will not cancel **your** policy solely due to an administrative revocation or suspension of an operator's license pursuant to Arkansas Code § 5-65-104;
 - c. If this policy was obtained by fraud or material misrepresentation;
 - d. If the named insured or any **insured** under this policy has been convicted of any of the following:
 - (1) Three separate convictions of speeding or reckless driving, or any combination of the two, during any policy period or renewal policy period, or the three months prior to the effective date of the policy period;
 - (2) Operation of a motor vehicle resulting in homicide, death or assault;
 - (3) Driving while intoxicated; or
 - e. Any lawful reason not specified above.

B. Nonrenewal

If **we** decide not to renew or continue this policy for any reason other than nonpayment of premium, **we** will mail notice to the named insured shown on **your Declarations Page** at the last known address shown in **our** records. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Six months or longer, but less than one year, **we** will have the right not to renew or continue this policy at the end of the policy period; or
2. One year or longer, **we** will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

1. If **we** offer to renew or continue **your** policy and **you** or **your** representative do not accept by making timely payment of the premium due, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.
2. If **you** obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that **auto** on the effective date of the other insurance.
3. If a person other than **you** or a **family member** becomes the **owner** of the **auto**, coverage for that **auto** will automatically terminate at the time possession is conveyed to the new **owner**.

D. Other Termination Provisions

1. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. The premium refund, if any, will be computed according to **our** manuals. Making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

PREMIUM PAYMENT

At the policy's inception, if **you** make a premium payment using a nonnegotiable instrument, the policy is considered null and void and is not subject to the Cancellation provisions of the policy. If **you** make a premium payment for a renewal of **your** policy using a nonnegotiable instrument, **our** offer of policy renewal is deemed rejected by **you** and the policy terminated without renewal.

Examples of nonnegotiable instruments include, but are not limited to:

- A. Checks dishonored due to insufficient funds;
- B. Checks drawn from closed accounts; and
- C. Invalid credit cards.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. **Your** rights and duties under this policy may not be assigned without **our** written consent. If a named insured shown on **your Declarations Page** dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if shown as a named insured on **your Declarations Page**; and
2. The legal representative of the deceased person as if shown as a named insured on **your Declarations Page**. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

B. Coverage will only be provided until the end of the policy period.

C. The person or entity who receives assignment of the policy or its benefits is subject to all the terms and conditions of the policy.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to **you** by **us** apply to the same **accident**, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

Secretary

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Elizabeth M. Tuck

NAMED DRIVER EXCLUSION ENDORSEMENT

This endorsement amends the Policy as follows:

This exclusion applies under ***your*** policy only if an individual is listed as a ***named excluded driver*** on ***your Declarations Page***.

In consideration of the premium charged for this policy, it is agreed that ALL coverages under this policy are excluded and no coverage will be provided for any claim arising from an ***accident*** or ***loss*** that occurs while ***your covered auto*** or ***non-owned auto*** is operated by an individual listed as a ***named excluded driver*** on ***your Declarations Page***.

This exclusion includes any claim for damages made against ***you***, a ***family member***, or any other person or organization that is vicariously liable for an ***accident*** arising out of the operation of ***your covered auto*** or ***non-owned auto*** by the ***named excluded driver***.

DEFINITIONS

The term below when used in this Named Driver Exclusion Endorsement is defined as follows:

Named excluded driver means a driver who is listed on ***your Declarations Page*** as a named excluded driver and who is excluded from ALL coverages under this policy.

All other terms and conditions of this policy remain unchanged.

LOAN/LEASE PAYOFF COVERAGE ENDORSEMENT

This endorsement amends the Policy as follows:

- A. If **you** pay the premium for Loan/Lease Payoff Coverage for **your covered auto** shown on **your Declarations Page** and a covered **loss** to such vehicle is determined to be a total loss, **we** will pay the difference between:
1. The amount paid or payable under **Part D** of the policy; and
 2. Any greater amount **you** are legally obligated to pay under a written loan or lease agreement to which **your covered auto** is subject at the time of the total loss, reduced by any:
 - a. Unpaid finance charges or refunds due to the **owner** for such charges;
 - b. Charges for extended warranties or refunds due to the **owner** for extended warranties;
 - c. Charges for Credit, Health, Accident or Disability insurance or refunds due to the **owner** for such insurance;
 - d. Past due payments and charges for past due payments, collection or repossession expenses;
 - e. Security deposits not refunded by a lessor; and
 - f. Excess mileage charges or charges for wear and tear.
- B. However, **our** payment shall not exceed 25% of the actual cash value of **your covered auto** at the time of total loss and will be further reduced by any applicable deductible for Collision or Comprehensive Coverage shown on **your Declarations Page**.

All other terms and conditions of this policy remain unchanged.

NAMED OPERATOR / NON-OWNED VEHICLE COVERAGE

This endorsement amends the Policy as follows:

In consideration of the premium charged, it is agreed that the policy is amended to include Named Operator/Non-Owned Vehicle Coverage as follows:

DEFINITIONS

The **Definitions** Section is amended as follows:

A. Item **A.** is deleted and replaced by the following:

Throughout the policy, **you** and **your** refer to the "named insured" shown on the **Declarations Page**.

B. Item **R.** is deleted and replaced by the following:

Your covered auto means any **auto** that is not **owned** by **you**, a **family member**, or **your** spouse, even if not residing in the same household as **you**.

PART A – LIABILITY COVERAGE

A. Under **Additional Definition for Part A – Liability Coverage**, item **A.** is deleted and replaced by the following:

Insured, when shown in **boldface italics** typeface in **Part A**, means **you** for the maintenance or use of any **your covered auto**.

B. Under **Exclusions That Apply To Part A – Liability Coverage**, item **A.6.** is deleted and replaced by the following:

While employed or otherwise engaged in the **business** of:

1. Selling;
2. Leasing;
3. Testing;
4. Repairing;
5. Servicing;
6. Washing;
7. Delivering;
8. Storing; or
9. Parking;

vehicles designed for use mainly on public highways.

C. The **Out Of State Coverage** provision is deleted and replaced by the following:

If an auto **accident** covered under this policy occurs in any state or province other than the one in which **you** reside, **we** will interpret **your** policy for that **accident** as follows:

If the state or province has:

- A. A financial responsibility or similar law requiring a nonresident to maintain limits of liability for **bodily injury** or **property damage** higher than the limit(s) shown on the **Declarations Page**, **your** policy will provide the higher required limit(s).
- B. A mandatory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in the state or province, **your** policy will provide the greater of:
 1. The required minimum limits and types of coverage; or
 2. The limits of liability provided under **your** policy.

D. The **Other Insurance** provision is deleted and replaced by the following:

Any insurance **we** provide shall be excess over any other applicable liability insurance, self-insurance, or bond except with respect to a **loaner vehicle**.

PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

- A.** Under **Additional Definitions For Part C – Uninsured/Underinsured Motorists Coverage**, item **A.** is deleted and replaced by the following:

Insured means ***you***.

- B.** **Uninsured Motorist Property Damage Coverage** is deleted.

- C.** The **Other Insurance** provision is deleted and replaced by the following:

Any insurance **we** provide shall be excess over any other applicable liability insurance, self-insurance, or bond.

All other terms and conditions of this policy remain unchanged.

REPLACEMENT COST COVERAGE ENDORSEMENT

This endorsement amends the Policy as follows:

INSURING AGREEMENT

If **you** pay the premium for Replacement Cost Coverage for a **your new covered auto** and sustain a total loss of that **auto**, **we** will provide coverage for the cost of a new replacement **auto** that is the same make, model, and year, and has the same equipment as **your new covered auto** that sustains the total loss.

COVERAGE QUALIFICATIONS

To qualify for Replacement Cost Coverage:

- A. Both Collision Coverage and Comprehensive Coverage must be purchased for the **your new covered auto** at the time **you** acquire such **auto** and such coverage must be maintained and in effect on the **your new covered auto** at the time of a total loss;
- B. **Your new covered auto** must have no more than 1,000 miles on the date **you** become the **owner** of the **auto**;
- C. The total loss must be a covered **loss** under **Part D – Coverage For Damage To Your Auto** and must occur:
 - 1. Within one year of the date **you** purchased **your new covered auto**; and
 - 2. Prior to the vehicle odometer registering 15,000 miles.

DEFINITIONS

For purposes of this Replacement Cost Coverage:

Your new covered auto means an **auto** that **you own** which has no more than 1,000 miles on the vehicle odometer when **you** purchase it.

DAMAGE TO YOUR AUTO – LIMIT OF LIABILITY

Under **Part D – Coverage For Damage To Your Auto**, the **Damage To Your Auto – Limit Of Liability** provision is amended by the addition of the following:

- F. **Our** Replacement Cost Coverage limit of liability for a covered total loss to **your new covered auto** will be the replacement cost of **your new covered auto**, without adjustment for depreciation, reduced by the applicable deductible shown on **your Declarations Page**.
- G. If a **loss** to **your new covered auto** is covered under **Part D** of this policy, but does not meet the criteria for a total loss as specified in item C. under **Coverage Qualifications** above, the **Damage To Your Auto – Limit Of Liability** provisions of the policy will apply to such **loss** and not the Replacement Cost Coverage limit of liability specified in item D. above.

PAYMENT OF A TOTAL LOSS

If a covered total loss to **your new covered auto** occurs, at **our** option **we** may either pay **you** the replacement cost in cash or actually replace **your new covered auto** with another **auto** that is the same make, model, and year, and has the same equipment as **your new covered auto** that sustains the total loss.

APPRAISAL

For purposes of this Replacement Cost Coverage, the reference to “actual cash value” is deleted and replaced by “replacement cost”.

EXCLUSIONS THAT APPLY TO PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following exclusions are added:

- T. Replacement Cost Coverage does not apply to any **auto** covered under this policy except the specific **your new covered auto** shown on **your Declarations Page** as having this coverage.

- U. Replacement Cost Coverage does not apply to a ***your covered auto***, a ***newly acquired auto***, a ***non-owned auto***, a temporary substitute ***auto*** or vehicle, a ***trailer***, or any other ***auto*** or vehicle that does not meet the definition of ***your new covered auto*** and the **Coverage Qualifications** listed above.

All other terms and conditions of this policy remain unchanged.

[COMPANY NAME HERE] NAMED DRIVER EXCLUSION AGREEMENT

The named insured in this policy, hereby consents and agrees to this amendment to the policy.

In consideration of the premium charged for this policy, it is agreed that ALL coverages under this policy are excluded and no coverage will be provided for any claim arising from an accident or loss that occurs while your covered auto or non-owned auto is operated by an individual listed as a named excluded driver on your Declarations Page.

Name	DOB	Relationship	Reason to be Excluded
1.			
2.			
3.			

This exclusion includes any claim for damages made against you, a family member, or any other person or organization that is vicariously liable for an accident arising out of the operation of your covered auto or non-owned auto by the named excluded driver.

The provisions of this agreement supersede and exclude from the policy any contrary provision(s).

It is further agreed that, in the event the Company shall, because of any interest, become obligated to pay any loss for which there would be no coverage because of the exclusions contained in this endorsement, the insured will reimburse the Company for all costs and expenses paid or incurred by the Company.

This endorsement will remain in effect this policy term and subsequent renewals or replacements unless a written request by the applicant is received by the Company to amend this Endorsement.

By signing below, you agree to this amendment to your policy.

Named Insured's Signature Date

Attach to and forms part of policy number _____.

Page 1 of 6

Dr/Res	License Status	License#	ST	Social Security #	SR-22	Driver Status	Pr/Oc Dr
1	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
2	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
3	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
4	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx
5	xxxxxxxxxx	xxxxxxxxxxxxxxxx	XX	xxx-xx-xxxx	Xxx/xxxxxxxxxxxxxxxx	xxxxxxxxxx	xxx

POINT DEVELOPMENT- LAST 35 MONTHS

ACCIDENTS/CONVICTIONS: List ALL accidents, at fault and not at fault, and moving violations within the last 35 months for ALL residents and/or operators.

Dr /Res	Date of Acc/Conv	Violation	Location (City, State)	Anyone Injured? /Amt.?	Approx. Amt. Property Damaged
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
X	Xx/xx/xxxx	xxxxxxxxxxxxxxxx	Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,	Xxx/Xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx

VEHICLE INFORMATION

Veh #	Yr	Make	Model	Body Type	St Amt	Symbol	Purch Dt
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx
x	xxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxx	xxxxxx	xx/xx/xxxx

Veh #	VIN	Garaging Zip	ST	Veh Use	DR #	Pts	Tax Location	Annual Mileage
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx
x	xxxxxxxxxxxxxxxx	xxxxx	XX	xxxxxxx	x	xx	xxxxxxxxxxxxxx	xxxxxx

LOSS PAYEE AND/OR ADDITIONAL INTEREST

Veh #	NAME	ADDRESS	CITY	ST	ZIP
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx
x	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxx	XX	xxxxx-xxxx

UNDERWRITING INFORMATION

PRIOR INSURANCE	PRIOR BI INJURY LIMITS	PRIOR POLICY EFFECTIVE DATE	PRIOR POLICY EXPIRATION DATE	PRIOR CARRIER	TOTAL COMP CLAIMS	TOTAL NOT-AT-FAULT ACCIDENTS
xxx	xxx/xxx	xx/xx/xx	xx/xx/xx	xxxxxxxxxxxxxx	xxx	xxx

APPLICANT QUESTIONNAIRE

Please answer the following questions unless prohibited by law and initial where indicated.

	Yes	No
1.	X	X

Have all the residents of your household been disclosed on this application? Including all residents or regular operators age 14 and over; exempt drivers; children away from home or in college and other persons who drive your vehicle on a regular and frequent basis.

Name:

D.O.B

Relation

[illegible]

XX/XX/XXXX

XXXXXXXXXX

[illegible]

XX/XX/XXXX

XXXXXXXXXX

Initial

2. X X

Are any vehicles used for delivery purposes, such as pizza or newspaper delivery? If yes explain:

[illegible]

Initial

3. X X

Are there other vehicles in your household not listed on this application? If yes, please give:

Number of Vehicles:

[illegible]

Carrier:

[illegible]

Initial

4. **X** **X**

Is any vehicle titled or registered in any name other than the applicant and/or spouse? If yes, Veh#: xxx

Relation to Insured:

[illegible]

Name & Address:

[illegible][illegible][illegible]

APPLICANT’S STATEMENT

I hereby declare that the statements contained herein are true to the best of my knowledge and belief and do hereby agree to pay any surcharges applicable under company rules which are necessitated by inaccurate statements. I agree that no coverage will be bound if my payment is not honored by the Bank.

I understand that a service charge of \$xx.xx will be assessed to the balance due on my policy if any payment offered is not honored by my bank. Imposition of such charge shall not deem Company to have accepted the payment unconditionally.

I agree that when I pay my initial premium, the coverage afforded by this policy is conditioned on the payment being honored by the bank. If the payment is not honored, Company shall be deemed not to have accepted the payment, and this policy shall be void from inception.

I understand that I will be charged a \$xx.xx cancellation fee if I cancel this policy for any reason or if the Company cancels it due to my failure to pay any premium when due. This fee is in addition to any premium the Company has earned for the coverage provided by this policy and may be deducted from any refund to which I am entitled.

I agree to pay the policy fee and installment fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan.

I agree to pay a late fee of \$xx.xx during the policy term and each renewal policy term when a payment is postmarked more than two days after the premium due date. The amount of this fee may change upon policy renewal.

If you request cancellation of this policy, once issued, at any time prior to the policy term expiration date, any unearned premium amounts will be calculated on a short-rate basis. This means that your premium refund may be substantially penalized.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Note: I authorize that in connection with my request for an insurance quotation: (1) the Company may obtain consumer reports (which may include credit information) or personal or privileged information from third parties; (2) understand in certain circumstances, such information, as well as other personal privileged information subsequently collected by the Company, may be disclosed to third parties without my authorization, but it is not the Company’s practice to do so; (3) I have the right to access and correct all personal information collected; and (4) at my request the Company will: (a) confirm whether a consumer report was requested and, if so, provide the name and address of the consumer reporting agency that furnished it; and (b) provide me more detailed information regarding collection, use, and disclosure of personal information, and my rights to access and correct such information. I understand that this authorization remains valid as long as this policy or a renewal of this policy remains in force.

I hereby authorize the above named company to obtain a copy of my motor vehicle report and further certify that all drivers in my household have authorized me to consent on their behalf to obtain a copy of their motor vehicle report. I understand this information will be used in rating and /or underwriting the insurance for which I hereby apply, and any renewal thereof.

I hereby declare that no persons, other than those listed on this application, regularly operate the vehicle(s) described on this application. I understand and agree that coverage may be voided when a resident operator or regular operator is driving if that driver is not listed on this application. I further understand that the failure to declare ALL ACCIDENTS and VIOLATIONS, truthfully answer all questions or disclose all operators and vehicle uses may also result in the denial of a future claim and immediate cancellation or rescission of my policy.

X _____ Date: _____

Signature of Insured-Applicant

AGENT SIGNATURE

The undersigned hereby warrants and certifies that the information contained herein is correct to the best of his/her knowledge; that this application was completed and then signed by the insured-applicant; that a completed copy hereof has been given to the insured-applicant; and that the undersigned has a duplicate signed copy hereof.

X _____ Date: _____ Time: _____

Signature of Producing Agent

[COMPANY NAME HERE]
ARKANSAS APPLICATION SUPPLEMENT

REJECTION OF PERSONAL INJURY PROTECTION COVERAGES

I have had the No-Fault Personal Injury Protection coverages explained to me and fully understand them. I understand that my policy when issued or renewed will not provide (check all that apply):

_____ \$5,000 Medical Payments, _____ Income Disability Benefits, _____ \$5,000 Accidental Death Benefits.

I also understand that, upon written request, I may have any of the above coverages added to my policy at any future date.

X Signature of Insured _____ Date _____

**UNINSURED/UNDERINSURED MOTORISTS COVERAGE –
REJECTING OR SELECTING LOWER LIMITS**

Uninsured Motorist Bodily Injury (UMBI) covers you, relatives living with you and other people in your insured vehicle. It pays benefits for bodily injury or death caused by an uninsured driver or a hit-and-run driver.

Uninsured Motorist Property Damage (UMPD) pays benefits for property damage caused by an uninsured driver or a hit-and-run driver. A deductible of \$200 applies to UMPD coverage.

Underinsured Motorist Bodily Injury (UIMB) covers you, relatives living with you and other people in your insured vehicle. It pays benefits for bodily injury or death caused by an underinsured driver whose Bodily Injury Liability limit is less than the amount of your UMBI limit and is inadequate to cover the bodily injury losses incurred.

I have had Uninsured Motorists Coverage explained to me and fully understand it. I understand that Uninsured Motorist Bodily Injury, Underinsured Motorist Bodily Injury, and Uninsured Motorist Property Damage Coverage is available to me in an amount equal to the liability limits for which I am applying. I also understand that coverage can be added or increased up to the liability limits upon written request.

UNINSURED MOTORISTS BODILY INJURY COVERAGE

I have had Uninsured Motorists Bodily Injury Coverage explained to me and fully understand it and elect (mark selection with a check

☐ To reject Uninsured Motorists Bodily Injury Coverage.
☐ To select lower limits of Uninsured Motorists Bodily Injury Coverage with limits of \$ _____

X

(Signature of Insured. If under 18, guardian's signature is required) _____ (Date) _____

UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE

I have had Uninsured Motorists Property Damage Coverage explained to me and fully understand it and elect (mark selection with a check

☐ To reject Uninsured Motorists Property Damage Coverage.
☐ To select lower limits of Uninsured Motorists Property Damage Coverage with limits of \$ _____

X

(Signature of Insured. If under 18, guardian's signature is required) _____ (Date) _____

UNDERINSURED MOTORISTS BODILY INJURY COVERAGE

I have had Underinsured Motorists Bodily Injury Coverage explained to me and fully understand it and elect (mark selection with a check

☐ To reject Underinsured Motorists Bodily Injury Coverage.
☐ To select lower limits of Underinsured Motorists Bodily Injury Coverage with limits of \$ _____

X

(Signature of Insured. If under 18, guardian's signature is required) _____ (Date) _____

PRO-RATA REFUND OF PREMIUM WITH CANCELLATION FEE

This endorsement amends the Policy as follows:

GENERAL PROVISIONS

Under **Termination**, item **2.** of **D. Other Termination Provisions** is deleted and replaced by the following:

- 2.** If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. The premium refund, if any, will be computed on a pro-rata basis which will be reduced by a cancellation fee. However, making or offering to make the refund is not a condition of cancellation.

All other terms and conditions of this policy remain unchanged.

PRO-RATA REFUND OF PREMIUM ENDORSEMENT

This endorsement amends the Policy as follows:

GENERAL PROVISIONS

Under **Termination**, item **2.** of **D. Other Termination Provisions** is deleted and replaced by the following:

- 2.** If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. The premium refund, if any, will be computed on a pro-rata basis. However, making or offering to make the refund is not a condition of cancellation.

All other terms and conditions of this policy remain unchanged.

<i>SERFF Tracking Number:</i>	<i>NHMP-125294042</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AIG National Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026113</i>
<i>Company Tracking Number:</i>	<i>PAAR0751</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>Personal Auto</i>		
<i>Project Name/Number:</i>	<i>Initial Filing/PAAR0751</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	NHMP-125294042	State:	Arkansas
Filing Company:	AIG National Insurance Company, Inc.	State Tracking Number:	AR-PC-07-026113
Company Tracking Number:	PAAR0751		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	Personal Auto		
Project Name/Number:	Initial Filing/PAAR0751		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	10/09/2007
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Comments:

Attachments:

NAIC_TRANSMITTAL777.pdf

NAIC Transmittal778.pdf

Satisfied -Name:	cover letter and file memorandum	Review Status:	Approved	10/09/2007
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Comments:

Attachments:

coverletter.pdf

filememorandum.pdf

Satisfied -Name:	Response Letter	Review Status:	Approved	10/09/2007
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Comments:

Please see our attached response.

Attachment:

Response1.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	f. State Filing #:
	g. SERFF Filing #:

3. Group Name	Group NAIC #
American International Group	012

4. Company Name(s)	Domicile	NAIC #	FEIN #
AIG National Insurance Company, Inc.	PA	36587	13-3801089

5. Company Tracking Number	PA-AR-0751
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Simone Bacchus Deerfield Corporate Centre Two 13010 Morris Rd, Ste. 500 Alpharetta, GA 30004	Associate Compliance Analyst	877-244-4288 X86862	800-535-6540	Simone.bacchus@aig.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Simone Bacchus		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Private Passenger Automobile
10. Sub-Type of Insurance (Sub-TOI)	Liability & Physical Damage for Auto and Motorcycle
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	AIG Agency Auto Auto & Motorcycle Programs
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: December 6, 2007 Renewal: January 15, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	September 17, 2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		PA-AR-0751		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Arkansas Amendatory Endorsement	AU AR45 0607	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
02	Motorcycle Coverage Endorsement	MC AR01 0607	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
03	Arkansas Motorcycle Application	MC AR02 0707	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
04	Policy Declarations Page	AIG DEC 0403	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
05	Arkansas Personal Automobile Insurance Policy	AU AR01 1104	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
06	Named Driver Exclusion Endorsement	AU CW02 0404	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
07	Loan/Lease Payoff Coverage Endorsement	AU CW03 0304	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
08	Named Operator/Non- Owned Vehicle Coverage	AU AR04 0304	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
09	Replacement Cost Coverage Endorsement	AU AR05 0504	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
10	Named Driver Exclusion Agreement	AU AR29 0904	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
11	Arkansas Personal Automobile Application	AU AR43 1104	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		
12	Arkansas Application Supplement	AU AR67 0805	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> New		



Deerfield Corporate Centre Two
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Fax: (800) 535-6540
E-mail: simone.bacchus@aig.com

September 17, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Via: SERFF

RE: AIG NATIONAL INSURANCE COMPANY, INC.
FEIN # 13-3801089 NAIC # 012-36587
Private Passenger Automobile & Motorcycle Programs
Initial Forms Filing
To be effective: December 6, 2007 NB & January 15, 2008 RB
Company Filing Number: PA-AR-0751
PLEASE REFER TO THIS NUMBER WHEN CORRESPONDING

Dear Honorable Benafield Bowman:

AIG Agency Auto wishes to submit an initial forms filing for AIG National Insurance Company, Inc.'s private passenger automobile and motorcycle programs in the State of Arkansas. These forms have previously been approved in Company Filing Number: PA-AR-0750 (State Tracking Number: AR-PC-07-025903) for American International South Insurance Company and Granite State Insurance Company. That filing was approved on September 11, 2007 by Ms. Alexa Grissom.

An explanatory memorandum and copies of the proposed forms are included. We request that this filing be implemented for all new business policies effective on and after December 6, 2007 and all renewal policies effective on and after January 15, 2008.

Should you have any questions, please contact me using the information above.

Sincerely,

Simone Bacchus
Associate Compliance Analyst
AIG Agency Auto

**AIG AGENCY AUTO
ARKANSAS FORMS FILING
EXPLANATORY MEMORANDUM**

**AIG National Insurance Company, Inc.
Private Passenger Automobile & Motorcycle Programs
Forms Filing Effective December 6, 2007 NB & January 15, 2008 RB**

This is a forms filing for all new business effective on or after December 6, 2007 and all renewal business effective on or after January 15, 2008 for Granite State Insurance Company and American International South Insurance Company's Private Passenger Auto and Motorcycle Programs.

The following is the form that we wish to use in these programs that need to be approved by your department. A copy of this form is enclosed.

Form Number	Edition	Form Title
AU AR45	0607	Arkansas Amendatory Endorsement
MC AR01	0607	Motorcycle Coverage Endorsement
MC AR02	0707	Arkansas Motorcycle Application
AIGDEC	0403	Policy Declarations Page
AU AR01	1104	Arkansas Personal Automobile Insurance Policy
AU CW02	0404	Named Driver Exclusion Endorsement
AU CW03	0304	Loan/Lease Payoff Coverage Endorsement
AU AR04	0304	Named Operator/Non-Owned Vehicle Coverage
AU AR05	0504	Replacement Cost Coverage Endorsement
AU AR29	0904	Named Driver Exclusion Agreement
AU AR43	1104	Arkansas Personal Automobile Application
AU AR67	0805	Arkansas Application Supplement



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October 5, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Via: SERFF

RE: AIG NATIONAL INSURANCE COMPANY, INC.
FEIN # 13-3801089 NAIC # 012-36587
Private Passenger Automobile & Motorcycle Programs
Initial Forms Filing
To be effective: December 6, 2007 NB & January 15, 2008 RB
Company Filing Number: PA-AR-0751
PLEASE REFER TO THIS NUMBER WHEN CORRESPONDING

Dear Honorable Benafield Bowman:

Thank you for your response. We have created two new forms, AU CW32 1004 and AU CW33 1004 to address this issue.

An explanatory memorandum and copies of the proposed forms are included. We request that this filing be implemented for all new business policies effective on and after December 6, 2007 and all renewal policies effective on and after January 15, 2008.

Should you have any questions, please contact me using the information above.

Sincerely,

Simone Bacchus
Associate Compliance Analyst
AIG Agency Auto